AI-20968 **6.D.**

C-1204-10-C; Javier Carreon v. Hidalgo County

CC REGULAR

Date:	05/18/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1204-10-C; Javier Carreon v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:38 AM	APRV
2	Auditor's Office	Linda Fong	05/14/2010 10:29 AM	APRV
3	Purchasing Department	Marty Salazar	05/14/2010 11:52 AM	APRV
Form Started By: Monica Badillo			Started On: 04/27/2010 04:26 PM	
Final Approval Date: 05/14/2010				

AI-21175 **6.E.**

Claim of John Bury

CC REGULAR

Date:	05/18/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of John Bury

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/12/2010 09:28 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2010 10:48 AM	APRV
3	Budget & Management	Erika Zamora	05/12/2010 10:48 AM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 10:29 AM	APRV
Form Started By: Aida Alvarez			Started On: 05/12/2010 08:52 AM	
Final Approval Date: 05/14/2010				

AI-20969 **7.D.**

C-1204-10-C; Javier Carreon v. Hidalgo County

CC REGULAR

Date:	05/18/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1204-10-C; Javier Carreon v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:38 AM	APRV
2	Auditor's Office	Linda Fong	05/14/2010 10:29 AM	APRV
3	Purchasing Department	Marty Salazar	05/14/2010 11:52 AM	APRV
Form Started By: Monica Badillo			Started On: 04/27/2010 04:27 PM	
Final Approval Date: 05/14/2010				

AI-21176 **7.E.**

Claim of John Bury

CC REGULAR

Date:	05/18/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of John Bury

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/12/2010 09:28 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2010 10:48 AM	APRV
3	Budget & Management	Erika Zamora	05/12/2010 10:49 AM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 10:30 AM	APRV
Form Started By: Aida Alvarez			Started On: 05/12/2010 08:54 AM	
Final Approval Date: 05/14/2010				

AI-21232 **10.B.**

Presentation of Texas Comptroller Gold Leadership Circle Award

CC REGULAR

Date:	05/18/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation of Texas Comptroller Gold Leadership Circle Award

BACKGROUND

Fiscal Impact

Attachments

Link: award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/14/2010 05:15 PM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 05:16 PM	APRV
3	Auditor's Office		05/14/2010 05:16 PM	NEW

Form Started By: Monica Badillo — Started On: 05/14/2010 05:13 PM

Final Approval Date: 05/14/2010

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

SUSAN COMBS

May 5, 2010

The Honorable Rene Ramirez
County Judge
Hidalgo County
100 N. Closner Blvd.
Edinburg, Texas 78539-3523

Dear Judge Ramirez:

I am pleased to inform you that Hidalgo County has earned a Gold Leadership Circle Award. Your application scored 15 points of 15 possible on our ratings criteria to earn this award.

Your listing on our "Transparency Check Up" Web site now displays the Gold seal to indicate that you have received this award. Enclosed is your copy of a Leadership Circle Award Certificate. You will also receive a digital seal that you may post on your Web site.

Congratulations on your success in moving forward on financial transparency and joining our Leadership Circle.

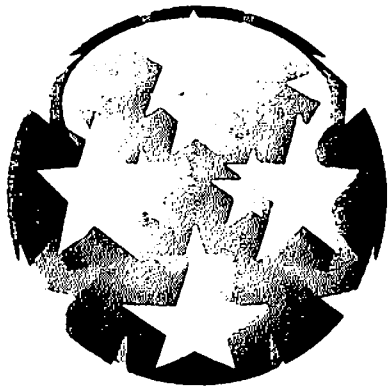
Sincerely,

Susan Combs

Susan Combs

Enclosure

WWW.WINDOW.STATE.TX.US • P.O. BOX 13528 • AUSTIN, TX 78711-3528 • 512-463-4000 • TOLL FREE: 1-800-531-5441 • FAX: 512-463-4965



Texas Comptroller Gold Leadership Circle

This gold award recognizes Hidalgo County for setting the bar for financial transparency and opening your books to the public. The Texas Comptroller's Leadership Circle program recognizes local governments across Texas that are striving to meet a high standard for financial transparency online. By providing citizens with a clear, consistent picture of spending and sharing information in a user-friendly format, you are setting a strong example for other governmental entities to follow.

March 29, 2010

Susan Combs

Susan Combs
Texas Comptroller of Public Accounts

AI-21225 **10.C.**

Creation of Public Affairs Division & lateral transfers

CC REGULAR

Date: 05/18/2010
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Valde Guerra
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

1. Approval to create the Public Affairs Division under the Executive Office to consolidate county internal and external communication functions.
2. Approval to transfer the following positions and employees:

From Dept	Slot	Emp #	Position Title	Grade	To Dept	Slot	Emp #	Position Title	Grade
IT Dept	0028	161195	Operations Administrator	16	Public Affairs Division	0001	161195	Operations Administrator	16
IT Dept	0004	154679	Multi Media Coordinator	16	Public Affairs Division	0002	154679	Multi Media Coordinator	16
DBM	0008	154776	Public Information Officer	12	Public Affairs Division	0003	154776	Public Information Officer	12

3. Approval to create one (1) regular full-time Clerk I positon, slot no. 0004, grade level 1.
4. Approval of interdepartmental transfer.
5. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

Attachments

Link: Organizational Chart

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/14/2010 03:38 PM	APRV
2	Budget & Management (Originator)	Erika Zamora	05/14/2010 04:42 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/14/2010 05:30 PM	APRV
4	Budget & Management (Originator)	Erika Zamora	05/14/2010 05:33 PM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 05:38 PM	APRV

Form Started By: Dina Trevino — Started On: 05/14/2010 01:54 PM

Final Approval Date: 05/14/2010

Hidalgo County Executive Office

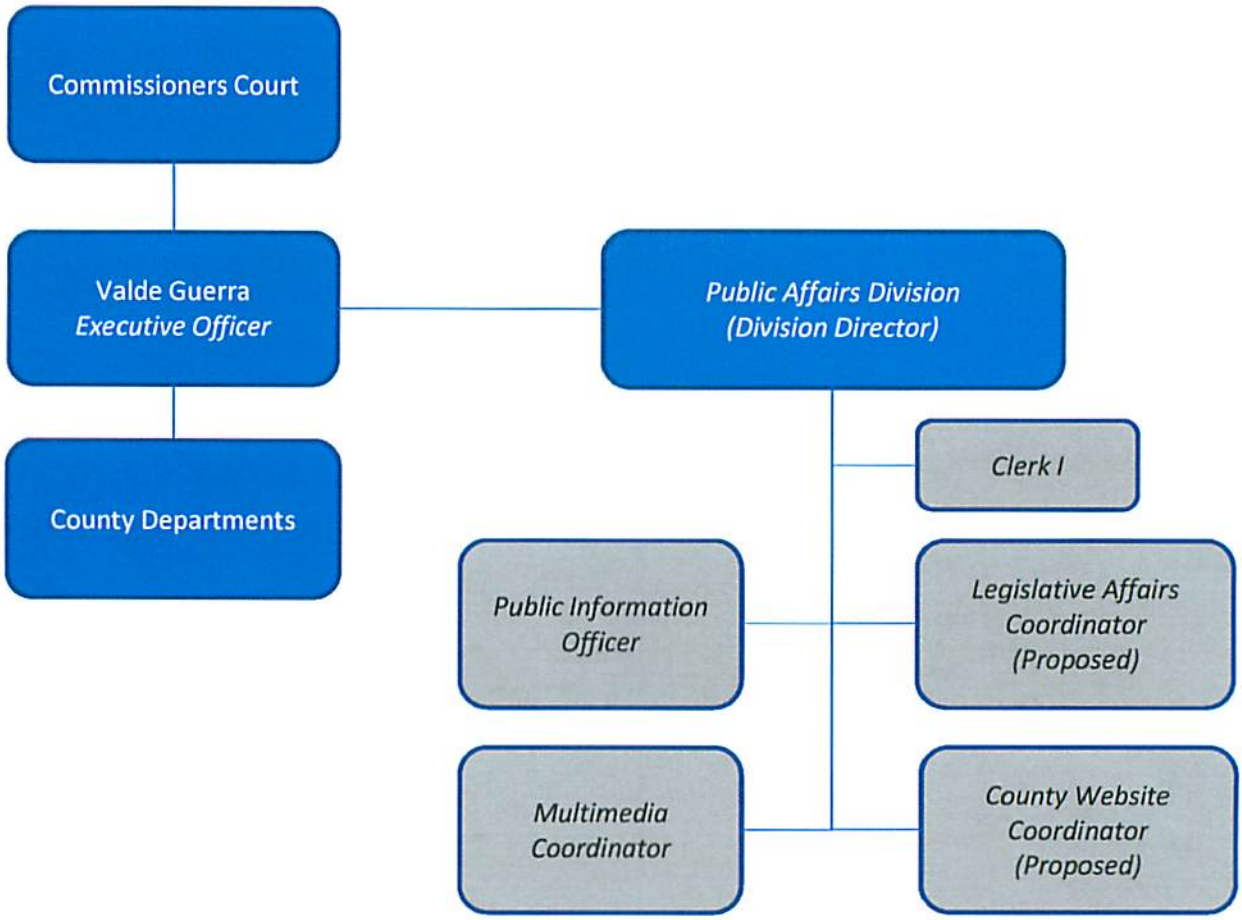
Public Affairs Division

As the Executive Office continues to expand in areas of responsibility and oversight, certain functions of County operations will be streamlined into a Public Affairs Division. This integral component of the Executive Office provides the intergovernmental, legislative, and external relations for Hidalgo County Commissioners' Court and on a county-wide basis. The division also facilitates the internal communications and organizational effectiveness within and among County departments and offices. Furthermore, the division coordinates effective, timely, and accurate communication strategies to advance the County's community outreach, policy, and intergovernmental efforts in the local, state, and federal arenas.

The Public Affairs Division oversees the following functions:

- Public Information
- Press Relations
- Multimedia
- County Website
- Legislative Affairs
- Internal Relations and Organizational Effectiveness

Hidalgo County Executive Office



AI-21208 **11.A.**

Reimbursement to employee- fuel

CC REGULAR

Date:	05/18/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Pursuant to the fuel policy, requesting approval to reimburse Deputy Constable Jaime T. Cano, employee no. 139386 for the purchase of fuel for a County issued vehicle (unit #414) in the amount of $78.00 with authority for County Treasurer to issue payment/check after Auditors processing procedures are completed.

BACKGROUND

Fuel expense incurred as a result of a fuel card that failed and was subsequently replaced.
Affidavit to be provided on Friday, 05-14-10.

Fiscal Impact

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

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

BUDGETARY IMPACT:

$8,316.00 Available balance as of 04/06/10.
Affidavit to be provided on Friday, 05-14-10.

Attachments

Link: receipts

Link: AFFIDAVIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/13/2010 09:51 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:18 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/13/2010 11:03 AM	APRV
4	Budget & Management	Erika Zamora	05/13/2010 01:04 PM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 11:53 AM	APRV

Form Started By: Joel Rivera Started On: 05/13/2010 09:47 AM

Final Approval Date: 05/14/2010

Receipt #1

WELCOME

TP48572970-001
STRIPES 9671
1621 W BUS HWY 83
WESLACO TX 7859

DATE 04/05/10
TIME 6:26 AM
AUTH# 596380
PIN USED

DEBIT
CANO/JAIME T

PUMP	PRODUCT	PPG
04	UNLD	$2.669

GALLONS	TOTAL
21.730	$58.00

11738

THANK YOU
HAVE A NICE DAY

Receipt #2

WELCOME

TP48570511-001
STRIPES 9137
1218 E CANTON RD
EDINBURG TX 7853

DATE 04/02/10
TIME 3:30 AM
AUTH# 299182
PIN USED

DEBIT
ACCOUNT NUMBER
XXXXXXXXXXXX6971
CANO/JAIME T

PUMP	PRODUCT	PPG
14	UNLD	$2.699

GALLONS	TOTAL
7.411	$20.00

11727

THANK YOU
HAVE A NICE DA

0.*

58.00+
20.00+

002

78.00+

0.*

unit #414

AFFIDAVIT FOR REIMBURSEMENT

I, Jaime Cano, a Senior Deputy Constable #412 with Hidalgo County Precinct 4 Constable's Office, do hereby swear/or affirm that the assigned fuel card for my assigned patrol unit, Unit #414, was not working. On Monday, April 5, 2010, I attempted to fuel up the patrol unit at several different gas stations as I tried to use the card at the gas pumps as I usually do to fuel up my patrol unit. I ended up at Stripes #9671, located at 1621 W. Bus. Hwy. 83, Weslaco, Texas. Again, the fuel card was not being accepted outside at the gas pump so I went inside and had the store clerk swipe the card. The store clerk stated that the card was good and told me to go ahead and fuel up. After I fueled up, putting in 21.730 gallons of regular unleaded gasoline totaling $58.00, I went inside to sign the gas receipt. The store clerk swiped the card several times and told me that the card kept declining the sale of gasoline. I had no other choice but to pay the amount out of my pocket. A sale of receipt has been attached to this affidavit as proof of my personal purchase of gasoline for a county vehicle while I was on duty.

Jaime Cano
Senior Deputy Constable #412
Hidalgo County Constable Precinct 4
Date of Affidavit: May 13, 2010

STATE OF TEXAS:
COUNTY OF HIDALGO

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

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 13 **DAY OF** May **2010.**

(SEAL)

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

MARTIN BRADLEY BROWN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-09-2010

AFFIDAVIT FOR REIMBURSEMENT

I, Jaime Cano, a Senior Deputy Constable #412 with Hidalgo County Precinct 4 Constable's Office, do hereby swear/or affirm that the assigned fuel card for my assigned patrol unit, Unit #414, was not working. On Friday, April 2, 2010, I attempted to fuel up the patrol unit at several different gas stations as I tried to use the card at the gas pumps as I usually do to fuel up my patrol unit. I ended up at Stripes #9137, located at 1218 E. Canton Road, in Edinburg, Texas. Again, the fuel card was not being accepted outside at the gas pump so I went inside and had the store clerk swipe the card. The store clerk stated that the card was good and told me to go ahead and fuel up. After I fueled up, putting in 7.411 gallons of regular unleaded gasoline totaling $20.00, I went inside to sign the gas receipt. The store clerk swiped the card several times and told me that the card kept declining the sale of gasoline. I had no other choice but to pay the amount out of my pocket. A sale of receipt has been attached to this affidavit as proof of my personal purchase of gasoline for a county vehicle while I was on duty.

Jaime Cano
Senior Deputy Constable #412
Hidalgo County Constable Precinct 4
Date of Affidavit: May 13, 2010

STATE OF TEXAS:
COUNTY OF HIDALGO

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

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 13 **DAY OF** May **2010.**

(SEAL)

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

MARTIN BRADLEY BROWN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-09-2010

AI-21163 **12.A.**

139th District Court - Salary Increase/Decrease(s) for Court Coordinator & Asst. Court Coordinator positions

CC REGULAR

Date:	05/18/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Judge Flores
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Courts

Information

CAPTION

139th District Court (1100):
1. Approval to decrease the salary of one (1) vacant regular full-time Court Coordinator position, slot no. 0002, from $65,328.00 to $56,000.00 and transfer-in employee no. 020524 to slot no. 0002. (Effective 06/01/10)
2. Approval to increase the salary of one (1) vacant regular full-time Assistant Court Coordinator position, slot no. 0004, from $47,660.00 to $53,500.00. (Effective 06/01/10)
3. Approval of revised salary schedule.

BACKGROUND

As per Change of Status, employee currently in Court Coordinator position, slot no. 0002, will be retiring and position will be vacant as of 05/31/10.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-003-001-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed increase in salary for Assistant Court Coordinator position and related fringe benefit expenditures available from reduction in salary for Court Coordinator position.

Attachments

Link: PARs

Link: Job Description - Court Coordinator

Link: Job Description - Asst. Court Coordinator

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/13/2010 11:33 AM	APRV
2	Purchasing Department	Marty Salazar	05/13/2010 11:45 AM	APRV

3	Budget & Management	Erika Zamora	05/13/2010 12:54 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	05/14/2010 08:55 AM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 11:55 AM	APRV

Form Started By: Sylvia Solis Started On: 05/11/2010 01:50 PM

Final Approval Date: 05/14/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court (003-001) DATE: 05/11/10

CURRENT POSITION TITLE: Court Coordinator CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: Court Coordinator

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY DECREASE

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

POSITION SALARY REQUEST:

Salary Amount: $ 65,328.00 (Current Budgeted Salary) $ 56,000.00 (Proposed Budgeted Salary) $ (9,328.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

CURRENT COURT COORDINATOR IS RETIRING ON 05/31/10 AND ASSISTANT COURT COORDINATOR IS BEING PROMOTED.

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

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

New Court Coordinator's salary is being reduced

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 5/12/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 5/12/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139th District Court (003-001) DATE: 05/11/10

CURRENT POSITION TITLE: Assistant Court Coordinator CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE: Assistant Court Coordinator

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY INCREASE

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

POSITION SALARY REQUEST:

Salary Amount: $ 47,660.00 (Current Budgeted Salary) $ 53,500.00 (Proposed Budgeted Salary) $ 5,840.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

CURRENT ASSISTANT COURT COORDINATOR IS BEING PROMOTED AND POSITION IS BEING FILLED WITH A TRANSFER FROM ANOTHER DEPARTMENT; INCREASING CURRENT POSITION SALARY. THE PERSON SELECTED FOR THIS POSITION HAS EXTENDED EXPERIENCE AND WILL BE HANDLING SOME OF THE COURT COORDINATOR DUTIES AND RESPONSIBILITIES, WHICH WILL FULFILL THE NEEDS OF THE DEPARTMENT.

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

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

Current position will have some administrative duties and/or responsibilities

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. X [signature] DEPARTMENT HEAD — DATE 5/12/10 — FUNDING AVAILABLE IN DEPT. BUDGET — ☒ YES ☐ NO
2. [signature] HUMAN RESOURCES DIRECTOR — DATE — PERSONNEL PROCEDURES COMPLETED — ☐ YES ☐ NO
3. [signature] DEPARTMENT OF BUDGET & MANAGEMENT — DATE 5/12/2010 — BUDGET PROCEDURES COMPLETED — ☑ YES ☐ NO
4. COMMISSIONERS COURT APPROVAL — DATE

HIDALGO COUNTY
DISTRICT COURT

Job Title: Court Coordinator **FLSA Status:** NON Exempt

Dept. Code: 001-011 **Civil Service Status:** Exempt

SUMMARY:
Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work; appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- May schedules court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May makes daily docket entries (from court hearings) on court files;
- May arranges for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May makes arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May acts as liaison between Judge and counsel;
- May take dictation and prepares correspondence to counsel;
- May review files and makes sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraises performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);

HIDALGO COUNTY
DISTRICT COURT

Job Title: Assistant Court Coordinator **FLSA Status:** NON Exempt

Dept. Code: 001-009 **Civil Service Status:** Exempt

SUMMARY:
Under general direction of District Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Regular attendance
- Get along with co-workers

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

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, May 18, 2010 **Agenda Item:** 21163

Summary of request/proposal:

139th District Court (1100):

1. Approval to decrease the salary of one (1) vacant regular full-time Court Coordinator position, slot no. 0002, from $65,328.00 to $54,000.00 and transfer-in employee no. 020524 to slot no. 0002. (Effective 06/01/10)

2. Approval to increase the salary of one (1) vacant regular full-time Assistant Court Coordinator position, slot no. 0004, from $47,660.00 to $53,000.00. (Effective 06/01/10)

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Court Coordinator	0002	113	65,328.00	56,000.00	(9,328.00)
1100	Assistant Court Coordinator	0004	113	47,660.00	53,500.00	5,840.00
				112,988.00	109,500.00	(3,488.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-003-001-0	113	139th District Court -	REG F/T EMPLOYEES	($2,058.05)
0-1100-412-00-003-001-0	211	139th District Court -	HEALTH INSURANCE	
0-1100-412-00-003-001-0	212	139th District Court -	LIFE INSURANCE	
0-1100-412-00-003-001-0	220	139th District Court -	FICA	($157.44)
0-1100-412-00-003-001-0	230	139th District Court -	RETIREMENT	($195.93)
0-1100-412-00-003-001-0	250	139th District Court -	UNEMPLOYMENT COMP	($10.29)
0-1100-412-00-003-001-0	260	139th District Court -	WORKER'S COMP	
			2010 Budgetary Impact	($2,421.71)

2011 Budgetary Impact: **($4,104.33)**

Possible Funding Sources: **AVAILABLE FUNDING FROM DECREASE IN SALARY.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-003-001-0

AI - 21163

139th DC

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	78,750.00	290.00	79,040.00	0	0.00	0.00	79,040.00	79,040.00	1,020.00	0.00	0.00	0.00	0.00	80,060.00
									SALARY DECREASE:							
									56,000.00							
0002	**113**	**COURT COORDINATOR**	**65,327.85**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	~~**65,328.00**~~	**0.00**	**540.00**	**0.00**	**0.00**	**0.00**	**0.00**	**65,868.00**
0003	113	BAILIFF/INTERP	40,870.00	0.00	0.00	0	0.00	0.00	40,870.00	40,870.00	1,020.00	6,000.00	0.00	0.00	0.00	47,890.00
									SALARY INCREASE:							
									53,500.00							
0004	**113**	**ASSISTANT COURT COORDINATOR**	**47,660.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	~~**47,660.00**~~	**47,660.00**	**780.00**	**0.00**	**0.00**	**0.00**	**0.00**	**48,440.00**
0005	111	DISTRICT JUDGE	15,000.00	0.00	0.00	0	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	10,373.00	0.00	25,373.00
			247,607.85	290.00	79,040.00		0.00	0.00	357,398.00	182,570.00	3,360.00	6,000.00	0.00	10,373.00	0.00	267,631.00

1. Approval to decrease the salary of one (1) vacant regular full-time Court Coordinator position, slot no. 0002, from $65,328.00 to $56,000.00 and transfer-in employee no. 020524 to slot no. 0002. (Effective 06/01/10)
2. Approval to increase the salary of one (1) vacant regular full-time Assistant Court Coordinator position, slot no. 0004, from $47,660.00 to $53,500.00. (Effective 06/01/10)
All Personnel actions pending CC approval.

AI-21150 **13.B.**

Health Division - FY 2010 RLSS-SSBG Contract

CC REGULAR

Date:	05/18/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached FY 2010 RLSS-SSBG Grant Contract # 2010-034948, Attachment #001, in the amount of $30,000.00 for the period 4/1/2010 to 9/30/2010.

2. Approval of Certification of Revenues as certified by the County Auditor for the FY 2010 RLSS-SSBG Grant Contract.

3. Request approval of the attached FY 2010 RLSS-SSBG Contract Budget for the period 4/1/2010 to 9/30/2010 (Account # 0-1293-441-00-340-045-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-045-0-603

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $30,000.00 for the RLSS-SSBG Grant for FY 2010. Grant period is from 4/1/10 to 9/30/10.

Revenue account# 0-1293-331-12-340-045-0-000 RLSS-SSBG Revenues

Attachments

Link: Contract

Link: Certification of Revenues

Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/12/2010 07:46 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2010 07:59 AM	APRV
3	Manuel Chapa	Manuel Chapa	05/13/2010 08:05 AM	APRV
4	Budget & Management	Erika Zamora	05/13/2010 08:18 AM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 11:57 AM	APRV

Form Started By: Dan Beltran

Started On: 05/10/2010 01:16 PM

Final Approval Date: 05/14/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-034948 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $30,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 04/01/2010 and ends on 09/30/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-034948-001 Regional Local Services System/Social Services Block Grant

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s). N/A
   e. Contractor's response(s) to the Solicitation Document(s). N/A
   f. Exhibits A & B attached.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH & HUMAN SERVICES
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____
	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

DOCUMENT NO. 2010-034948
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000361976

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: RLSS/SSBG

TERM: 04/01/2010 THRU: 09/30/2010

SECTION I. SCOPE OF WORK:

Contractor shall perform activities in support of the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 [Public Law (P.L.) 110-329], which provides additional Social Services Block Grant (SSBG) funds to address necessary expenses resulting from hurricanes, floods and other natural disasters, including social, health and mental health services for individuals, and for repair, renovation and construction of health facilities, including mental health facilities, child care centers and other social services facilities. Specifically, contractor activities will support recovery activities associated with Hurricanes IKE and/or DOLLY.

The funds shall be used to serve hurricane IKE and/or DOLLY victims through September 2010, to build capacity to provide ongoing services to victims of Hurricane IKE and/or DOLLY, and may also be used to reimburse prior eligible expenses not reimbursed by the Federal Emergency Management Agency.

The contractor shall use the funds to address the following:

1. To control and prevent Tuberculosis (TB) disease within the contractor's local jurisdiction. The goal is to assure contractor's capability to provide TB control, outreach, tracking, and prevention services for underserved at-risk populations, in accordance with American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm.

   The funds shall address service delivery gaps and to enhance contractor's capacity to:
   - Quickly diagnose and treat tuberculosis disease.
   - Promptly investigate suspected exposures to each and every case of TB.
   - Strongly encourage preventive treatment for people who are at risk of developing TB disease.
   - Take steps to prevent Latent TB infection from progressing to TB disease.

2. To provide outreach, prevention, education, testing and referrals to populations at risk of sexually transmitted diseases (STDs), including but not limited to syphilis, HIV disease and gonorrhea. The goal is to assure contractor's capability to control and prevent the spread of STDs, in accordance with the Centers for Disease Control and Prevention's (CDC) STD Program Operations Guidelines, located at http://www.cdc.gov/std/program/.

The funds shall address service delivery gaps and to enhance contractor's capacity to perform the following core activities:

- Community and Individual Behavior Change Interventions;
- Medical and Laboratory Services;
- Partner Services;
- Leadership and Program Management;
- Surveillance and Data Management; and
- Training and Professional Development.

Department of State Health Services (DSHS) will contract directly with counties operating full-service local health departments under disaster declarations relating to Hurricane Dolly and/or Ike for either individuals and public assistance or both.

SECTION II. PERFORMANCE MEASURES:

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY10 Local Public Health Service (LPHS) Social Services Block Grant Tuberculosis and HIV/STD Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit B.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA# 93.667

SECTION VIII. SPECIAL PROVISIONS:

Section 1.07 of the General Provisions (Statutes and Standards of General Applicability) is amended to add the following to the final paragraph of this section:
The applicable Notice of Grant Award is dated January 7, 2009, and includes its attached Terms and Conditions, and Allocation of Supplemental Funds FY 2008 (Awarded in FY 2009) (collectively "NOGA"), which is attached as Exhibit A to this Contract. Contractor shall comply with all provisions of the NOGA that are applicable to contractors; and in the case of any conflict between the terms and conditions in the NOGA, and provisions of the General Provisions, the terms and conditions of the NOGA control.

Section **4.05 of the** General Provisions, **Financial Status Reports (FSRs). Article is revised to include the following paragraph:**

Contractor shall submit a copy of the quarterly FSRs to the Contract Management Unit in addition to Accounts Payable Unit by the thirtieth (30^{th}) calendar day of the month following the end of each quarter of the Program Attachment term for Program review. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us, or may be sent via mail to DSHS Regional and Local Health Services – MC 1908, Attn: Local Services Team, 1100 West 49^{th} Street, Austin, Texas, 78756, or by facsimile to 512-458-7154.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

2010-034948-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$30,000.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$30,000.00
INDIRECT CHARGES	$0.00
TOTAL	$30,000.00
DSHS SHARE	$30,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $30,000.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

May 10, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE	
$30,000.00	2010-034948-001	Regional Local Services System/ Social Service Block Grant

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/11/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: May 10, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-045-0 FY 2010 RLSS-SSBG Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-045-0-603	Educational/Instructional Supplies	$ 30,000.00
0-1293-331-12-340-045-0-000	RLSS-SSBG Revenues	30,000.00
	TOTAL BUDGET	$ 30,000.00

INCREASE REQUEST $

Revenue Account # 0-1293-331-12-340-045-0-000 $ 30,000.00

REASON: Implement FY2010 RLSS-SSBG Contract Budget for the period 4/1/2010 - 9/30/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-21214 **14.A.**

Proclamation, Hurricane Preparedness Week 2010

CC REGULAR

Date:	05/18/2010
Submitted By:	Brenda Garza, COUNTY JUDGE
Submitted For:	Tony Pena
Department:	COUNTY JUDGE
Agenda Category:	Emergency Services Division

Information

CAPTION

Proclamation regarding Hurricane Preparedness Week 2010.

BACKGROUND

Fiscal Impact

Attachments

Link: Hurricane Prep Week 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 03:45 PM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 04:12 PM	APRV
3	Roland Garcia	Rolando Garcia	05/14/2010 02:02 PM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 05:31 PM	APRV

Form Started By: Brenda Garza — Started On: 05/13/2010 03:21 PM

Final Approval Date: 05/14/2010

HURRICANE PREPAREDNESS WEEK 2010

PROCLAMATION

WHEREAS, Texas Hurricane Season begins June 1st and ends November 30th; and

WHEREAS, the 624-mile Texas Gulf coastline, including Hidalgo County and the entire Rio Grande Valley, is vulnerable to the devastating effects of a hurricane or tropical storm; and

WHEREAS, both public and private entities should develop emergency response and recovery plans; and

WHEREAS, the National Weather Service and the Texas Division of Emergency Management are designating the week of May 23rd through May 30th, 2010 as Hurricane Preparedness Week in Texas; and

WHEREAS, the best defense is preparedness and public education about the dangers of the high winds, storm surge, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm; and

WHEREAS, Hidalgo County is committed to promoting the prevention of loss of life and property thorough planning and mitigation practices; and

WHEREAS, Hidalgo County residents should pay attention to all warnings, information and instructions provided by emergency management personnel; and

NOW, THEREFORE, THE HIDALGO COUNTY COMMISSIONERS COURT does hereby proclaim May 23rd – 29th, 2010 Hurricane Preparedness Week in Hidalgo County, and urges all citizens of Hidalgo County to participate in hurricane preparedness activities, and to follow warnings and instructions throughout the 2010 Hurricane Season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 25th day of May, 2010.

_____
RENE A. RAMIREZ
County Judge

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

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

_____
JOE M. FLORES
County Commissioner, Pct. 3

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

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-21166 **15.A.**

Engineering Service contract - Pct. 2 Street Improvements

CC REGULAR

Date:	05/18/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Carlos Jasso
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services:

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Urban County Program staff and Hidalgo County Purchasing Department in connection with an Urban County Program Year 22 (2009) Street Improvements/Drainage -TDRA project in Hidalgo County Precinct No. 2.

FIRM	GRADE	RANK
R. Gutierrez Engineering Corporation	96.66	_____
J.E. Saenz & Associates, Inc. Engineering	93.33	_____
Javier Hinojosa Engineering	91.66	_____

3. Authority to negotiate a Professional Engineering Service contract with No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Precinct No. 2 Street Improvements-Project utilizing TDRA Funds.

BACKGROUND

Project consists of Street Improvements/Drainage and other improvements as needed in Precinct No. 2 utilizing TDRA funds. The three firms evaluated were R. Gutierrez Engineering Corporation, J.E Saenz & Associates, Inc. Engineering and Javier Hinojosa Engineering. See attached grading grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: street drainage project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/12/2010 07:46 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2010 08:00 AM	APRV
3	Perla Lopez	Perla Lopez	05/12/2010 11:11 AM	APRV
4	Budget & Management	Erika Zamora	05/12/2010 11:12 AM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 11:56 AM	APRV

Form Started By: Estella Webber Started On: 05/11/2010 02:07 PM

Final Approval Date: 05/14/2010

Precinct No. 2
Engineering Services
Street Improvements/Drainage
Year 22 (2009)
Grading-Ranking Grid

Criteria	R. Gutierrez Engineering Corporation			J.E Saenz & Associates, Inc. Engineering			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	20	20	15	19	20	20
Experience of Project Team	23	24	23	23	23	23	24	22	20
Experience/ Availability of Project Manager	19	19	20	18	17	20	18	18	20
Understanding of Project	23	25	25	22	24	25	22	23	20
Familiarity with Applicable Rules & Regulations	9	10	10	10	10	10	9	10	10
TOTALS	94	98	98	93	94	93	92	93	90
AVERAGES	290÷3= 96.66			280÷3=93.33			275÷3= 91.66		
RATING									

AI-21217 **15.B.**

Neighborhood Stabilization Program amendment

CC REGULAR

Date:	05/18/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to amend the Neighborhood Stabilization Program (NSP) contract between the Urban County Program and the Affordable Homes of South Texas, Inc. (AHSTI), a certified Community-Based Development Organizations (CBDO's) within the County of Hidalgo to include Land Banking.

BACKGROUND

This amendment will allow for the inclusion of LAND BANKING, which is an eligible use under HERA. The UCP will continue to meet the National Objective in benefiting low, moderate and middle income households at or below 120% of the area median income, as well as work in the areas of greatest need within the County of Hidalgo.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County funds. No budget increase to proposed amendment.

Attachments

Link: neigh stabilization amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Monica Badillo	05/14/2010 11:30 AM	APRV
2	Budget & Management	Angela Garcia	05/14/2010 12:26 PM	APRV
3	Perla Lopez	Perla Lopez	05/14/2010 01:31 PM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 05:32 PM	APRV
5	Budget & Management	Erika Zamora	05/14/2010 05:33 PM	APRV
6	Auditor's Office	Linda Fong	05/14/2010 05:39 PM	APRV

Form Started By: Estella Webber Started On: 05/14/2010 10:57 AM

Final Approval Date: 05/14/2010

Amendment

AFFORDABLE HOMES OF SOUTH TEXAS, INC.

County and CBDO, hereby attach as an addendum to the 2008 Neighborhood Stabilization Program CBDO Agreement the following:

This agreement does hereby allow for the inclusion of LAND BANKING, which is an eligible activity under the Housing Economic Recovery Act of 2008.

County does hereby commit to allow for this amendment.

County:
HIDALGO COUNTY

_____
Name

URBAN COUNTY PROGRAM DIRECTOR
Title

_____
Date

CHDO:
AFFORDABLE HOMES OF SOUTH TEXAS, INC.

_____
Name

DIRECTOR
Title

_____
Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

Diana R. Serna, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary – Signature

STATE OF TEXAS {
COUNTY OF HIDALGO {

Robert Calvillo, personally appeared before me and declared that he/she signed this agreement in the capacity designated, if any, and further states he/she has read the above agreement, and the statements contained therein contained are true.

Subscribed and sworn before me this _____ day of _____, 2010.

_____
Notary - Signature

CBDO AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Affordable Homes of South Texas, Inc., a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community-Based Development Organization, (CBDO). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CBDO and the UCP and shall terminate on March 8, 2013, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CBDO $1,908,659 utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

SECTION 4. CBDO PERFORMANCE

A. Providing homeownership opportunities for (18-20 families) qualified families with a total yearly income between 51%-120% of the AMI.

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
2. Demolition of Blighted Structures
3. Redevelopment of Demolished or Vacant Properties
4. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the

employees of any subcontractors shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333).

F. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 120% of the area median income (AMI) and the CDBG definitions of "low-income" and "moderate-income" (24 CFR 570.3). In addition,

G. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA), federal regulations contained in 24 CFR Part 570 and the NSP/CBDO Proposal.

CBDO represents and warrants that it is a "Community-Based Development Organization" as described in 24 CFR 570.204 and agrees that it shall comply with all applicable government requirements.

CBDO agrees to acknowledge the sponsorship of the UCP at any event promoting the project or any other project sponsor.

CBDO shall perform all activities in accordance with the CDBG National Objective as listed under 24 CFR 570.208.3; Performance Statement ("Exhibit A"); Budget, (" Exhibit B"); Applicable Laws and Regulations, ("Exhibit C"); Certifications, ("Exhibit D"); assurances, certifications, and all other statements made by CBDO in its application for the project funded under this agreement; and with all other terms, provisions, and requirements set forth in this agreement.

SECTION 5. UCP OBLIGATIONS

A. Identification of properties will be performed by the UCP, in conjunction with the approved applicant.

B. The UCP will be responsible for procuring and requesting inspections and appraisals as each property is identified. An inspection and appraisal will reveal the site specific needs as it relates to the applicable housing standards thus allowing us to determine which of the activities will be performed.

C. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this agreement, UCP shall make payment under the grant for the actual and reasonable costs incurred by CBDO during the agreement period for performance rendered under this agreement by CBDO, subject to the limitations set forth in this Section 5.

1. It is expressly understood and agreed by the parties hereto that UCP's obligations under this Section 5 are contingent upon the actual receipt of adequate federal funds to meet UCP's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, UCP shall notify CBDO in writing within a

reasonable time after such fact is determined, UCP shall then terminate this agreement and will not be liable for failure to make payments to CBDO under this agreement.

2. UCP shall be liable to grant CBDO money for only those costs incurred by CBDO which are allowed as defined in 24 CFR 570.205, 570.206, costs related to activities within Section 2301(c)(3), of HERA and Section 6 of this agreement.

3. UCP shall not be liable to grant CBDO money for those costs incurred by CBDO which are disallowed costs as listed under Section 2303 and 2304 of HERA. Nor shall the UCP be liable to grant CBDO money for any costs incurred by CBDO, or any portion thereof, which has been paid to CBDO or is subject to payment to CBDO, or has been reimbursed to CBDO or is subject to reimbursement to CBDO by any source other than UCP.

4. UCP shall not be liable to grant CBDO money for any costs incurred by CBDO or for any performances rendered by CBDO which are not strictly in accordance with the terms of this agreement, including terms of Exhibit A, B, C, and D of this agreement.

5. UCP shall not be liable to grant CBDO money for any costs incurred or performances rendered by CBDO before commencement of this agreement or after termination of this agreement.

B. Limit of Liability

Notwithstanding any other provision of this agreement, the total of all payments and other obligations incurred by UCP under this agreement shall not exceed the sum of $1,908,659.

SECTION 6. DISBURSEMENT OF FUNDS

A. UCP will provide funds under this agreement in accordance with the requirements of 24 CFR 570.205, 570.206 and costs related to activities within Section 2301(c)(3) of HERA. CBDO may not request disbursement of funds under this agreement until funds are needed for payment of eligible costs and in accordance with the UCP payment disbursement procedures. All work related to a request for disbursement will be inspected prior to disbursement of funds. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted.

B. It is expressly understood and agreed by the parties hereto that payments under this agreement are contingent upon CBDO's full and satisfactory performance of its obligations under this agreement. UCP reserves the right to recapture unexpended funds provided under this agreement in the event UCP determines that CBDO will be unable to expend funds within the prescribed time as determined by UCP.

C. UCP shall not be liable to CBDO for any costs incurred or performance rendered by CBDO before commencement or after termination of this agreement.

SECTION 7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND PROGRAM INCOME

A. CBDO must comply with applicable regulations under OMB Circular No. A-122 and 24 CFR Part 84.

B. CBDO shall maintain records of the receipt, accrual, and disposition of all CBDO Proceeds funds in the same manner as required for in Section 7.A above for all funds under this agreement. Prior to disposition of it's CBDO proceeds, the CBDO shall request, in writing, approval from UCP Director indicating proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.). CBDO shall provide reports of CBDO proceeds on a monthly basis.

C. All CBDO proceeds shall be retained by the CBDO however must be re-invested by CBDO and applied towards NSP housing initiatives, as listed under section 4.B of this agreement, for low and moderate income individuals and families.

SECTION 8. RETENTION AND ACCESSIBILITY OF RECORDS

A. CBDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by UCP.

B. CBDO shall give the UCP, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CBDO pertaining to this agreement. Such right to access shall continue as long as the records are retained by CBDO. CBDO agrees to maintain such records in an accessible location.

C. All records pertinent to this agreement shall be retained by CBDO for five years following affordability period the date of termination of this agreement or of submission of the final closeout reports, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years

3. Records covering displacement and acquisitions must be retained for at least five years after the date by which all person displaced from the property and all person whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

D. CBDO shall include the substance of this Section 8 in all subcontracts.

E. CBDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 522.

SECTION 9. REPORTING REQUIREMENTS

A. CBDO shall submit to UCP such reports on the operation and performance of this agreement as may be required by UCP including but not limited to the reports specified in this Section 9. In addition, CBDO shall provide UCP with all reports necessary for UCP compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports requested by the UCP.

B. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if CBDO fails to submit to UCP in a timely and satisfactory manner any report required by this agreement, UCP may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CBDO hereunder. If UCP withholds such payments, it shall notify CBDO in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by UCP until such time as the delinquent obligations for which funds are withheld are fulfilled by CBDO.

C. Acknowledgment of Funding Source. CBDO shall give credit to the UCP as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

SECTION 10. MONITORING

The UCP reserves the right to carry out field inspections to ensure compliance with the requirements of this agreement. After each monitoring visit, UCP shall provide CBDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CBDO's performances under the terms of this agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CBDO. Failure by CBDO to take action specified in the monitoring report may be cause for suspension or termination of this agreement, as provided in Section 18 and Section 19 of this agreement.

SECTION 11. INDEPENDENT CBDO

A. It is expressly understood and agreed by the parties hereto that UCP is contracting with CBDO as an independent CBDO, and that CBDO, as such, agrees to hold UCP harmless and to indemnify UCP from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by CBDO under this agreement.

B. CBDO agrees that it will indemnify the County of Hidalgo and the UCP ("Indemnities") and hold County of Hidalgo and UCP harmless of, from, and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments recovered from or asserted against County of Hidalgo and UCP on account of injury or damage to person or property to the extent any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act or omission, negligence

or misconduct on the part of CBDO or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees entering upon the Housing being improved pursuant to this Agreement or when any such injury or damage is the result, proximate or remote, of the violation by CBDO, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the acquisition, rehabilitation, modification, or construction at the Housing herein or out of the use or occupancy of the Housing or the Housing themselves by CBDO, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, including without limitation, any damages or costs which may occur as a result of the design of the rehabilitation, modification, or construction of the Housing, the bidding process, actual rehabilitation, modification, or construction of the Housing, administration of the construction contracts by the County of Hidalgo and UCP or its designee, failure of the Housing prior to completion and acceptance of rehabilitation, modification, or construction of the Housing to work as designed, failure of the Contractor or manufacturer to honor its warranties, failure of CBDO to maintain the Housing, or the Housing themselves.

These terms of indemnification shall be effective upon the date of execution of this agreement and whether such injury or damage may result from the sole negligence, contributory negligence, or concurrent negligence of Indemnities; but not if such damage or injury may result from gross negligence or willful misconduct of Indemnities.

CBDO covenants and agrees that, in case the County of Hidalgo and/or UCP shall be made a party to any litigation against CBDO or in any litigation commenced by any party relating to this Agreement and the construction of the Housing contemplated hereunder, CBDO shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs incurred by or imposed upon the County of Hidalgo or UCP by virtue of any such litigation.

CBDO, for and in consideration of UCP participation in this agreement, hereby agrees and covenants that CBDO will never institute any suit or action at law against the County of Hidalgo, UCP, their officers, agents, servants, or employees, (hereinafter referred to as RELEASEES), related to the performance by any party under this Agreement, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation for, related to the performance by any party under this Agreement, whether or not caused by the negligence of Releases.

SECTION 12. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, CBDO may not subcontract for performances described in this agreement without obtaining UCP's prior written approval. CBDO shall only subcontract for performances described in this agreement to which the federal labor standards requirements apply after CBDO has submitted a Subcontractor Eligibility form, as specified by UCP, for each such proposed subcontract, and CBDO has obtained UCP's prior written approval, based on the information submitted, of CBDO's intent to enter into such proposed subcontract. CBDO, in subcontracting for any performances described in this agreement, expressly understands that in entering into such subcontracts, UCP is not in any manner liable to CBDO's subcontractor(s).

B. In no event shall any provision of this Section 12, specifically the requirement that CBDO obtain UCP's prior written approval of a subcontractor's eligibility, be construed as relieving CBDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this agreement, as if such performances rendered were rendered by CBDO. UCP's approval of subcontractor's eligibility under this Section 12 does not constitute adoption, ratification or acceptance of CBDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section 12 does not waive any right of action which may exist or which may subsequently accrue to UCP under this agreement. UCP retains at all times the right to insist upon CBDO's full compliance with the terms of this agreement.

C. CBDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this agreement.

D. CBDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the term of this agreement.

SECTION 13. CONFLICT OF INTEREST

UCP shall ensure that no person who (1) is an employee, agent, consultant, officer or elected or appointed official of UCP that receives funds and who exercise or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this agreement or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a NSP assisted activity, or have an interest in any agreement, subcontract, or contract (or the proceeds thereof) with respect to a NSP assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CBDO shall ensure compliance with applicable provisions under 24 CFR 92.356 and OMB Circular A-110 in the procurement of property and services.

SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Equal Opportunity. CBDO shall ensure that no person shall on the grounds of race, color, religion, sex, age, handicap, familial status, or national origin 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 provided under this agreement. In addition, funds provided under this agreement must be made available in accordance with the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) such that:

1. To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with NSP funds provided under this agreement be given to low-income persons residing within the general local government area or metropolitan area or non-metropolitan county in which the project is located; and

2. To the greatest extent feasible, agreements for work to be performed in connection with any such project be awarded to business concerns, including. But not limited to, individuals or firms doing business in the field of planning, consulting, design,

architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan county as the project.

SECTION 15. LEGAL AUTHORITY

A. CBDO assures and guarantees that CBDO possesses the legal authority to enter into this agreement, receive funds authorized by this agreement, and to perform the services CBDO has obligated itself to perform hereunder.

B. The person or persons signing and executing this agreement on behalf of CBDO, or representing themselves as signing and executing this agreement on behalf of CBDO, do hereby warrant and guarantee that he, she or they have been duly authorized by CBDO to execute this agreement on behalf of CBDO and to validly and legally bind CBDO to all terms, performances, and provisions herein set forth.

C. CBDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by the U.S. Department of Housing and Urban Development. In addition, UCP shall have the right to suspend or terminate this agreement if CBDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

SECTION 16. LITIGATION AND CLAIMS

CBDO shall give UCP immediate notice in writing of:

1) Any action, including any proceeding before an administrative agency filed against CBDO in connection with this agreement; and
2) Any claim against CBDO, the cost and expense of which CBDO may be entitled to be reimbursed by UCP. Except as otherwise directed by UCP, CBDO shall furnish immediately to UCP copies of all pertinent papers received by CBDO with respect to such action or Claim.

SECTION 17. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this agreement, any alterations, additions, or deletions to the terms of this agreement shall be by amendment hereto in writing and executed by both parties to this agreement.

B. It is understood and agreed by the parties hereto that any undertakings must be rendered in accordance with Section 4 of this agreement , the regulations promulgated under such Act, the assurances and certifications made to UCP by CBDO, and the assurances and certifications made to the United States Department of Housing and Urban Development by UCP with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performances under this agreement are amended by the provisions of the HOME Program, and any amendments thereto and may further be amended in the following manner: The Department of Housing and Urban Development may from time to time during the period of performance of this agreement issue policy directives which

serve to establish, interpret, or clarify performance requirements under this agreement. Such policy directives promulgated in the form of HOME Issuances, shall have the effect of modifying the terms of this agreement and shall be binding upon CBDO, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this agreement so as to release UCP of any obligation specified in Section 5 of this agreement to reimburse costs incurred by CBDO prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. The UCP or CBDO may require written changes or amendments to this Agreement when any substantial alterations, additions, or deletions to the terms of this agreement are required by changes in Federal law or regulations.

D. CBDO has provided an estimated Budget and Project Implementation Schedule based upon the proposed construction listed above, which budget and schedule will be attached hereto and made a part hereof for all purposes as Exhibit B.

SECTION 18. SUSPENSION

In the event CBDO fails to comply with any term of this agreement, UCP may, in accordance with 24 CFR 85.43 and upon written notification to CBDO, suspend this agreement in whole or in part and withhold further payments to CBDO, and prohibit CBDO from incurring additional obligations of funds under this agreement.

SECTION 19. TERMINATION

The UCP may terminate this Agreement, in whole or in part, in accordance with 24 CFR 85.43 and this Section 19. UCP may terminate this agreement for convenience in accordance with 24 CFR 85.44. In the event CBDO materially fails as determined by UCP to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, UCP may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the CBDO or take more severe enforcement action against CBDO.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award for the CBDO program.
4. Withhold further HOME award from CBDO.
5. Take other remedies that may be legally available.

Additionally, this agreement may be cancelled upon thirty-day notice of cancellation upon mutual agreement of the parties.

SECTION 20. AUDIT

A. Unless otherwise directed by UCP, CBDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this agreement, subject of the following conditions and limitations:

1. CBDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the UCP CBDO Policy for any of its fiscal years included within the agreement period specified in Section 2 of this agreement in which CBDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

2. At the option of CBDO, each audit required by this section may cover either CBDO's entire operations or each department, agency, or establishment of CBDO which received, expended or otherwise administered federal funds.

3. CBDO may utilize funds budgeted under this agreement, only if indicated under Exhibit B, to pay for that portion of the cost of such audit services properly allocable to the activities funded by UCP under this agreement, provided however that UCP shall not make payment for the cost of such audit services until UCP has received such audit report from CBDO.

4. Unless otherwise specifically authorized by UCP in writing, CBDO shall submit the report of such audit to UCP within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the period of this agreement. Audits performed under Subsection A of this Section 20 are subject to review and resolution by UCP or its authorized representative.

5. As part of its audit, CBDO shall verify expenditures according to the Budget attached as Exhibit B.

B. Notwithstanding Subsection A of this Section 20, UCP reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this agreement. CBDO agrees to permit UCP or its authorized representative to audit CBDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. Should an audit not be required by Subsection A of this Section 20, CBDO shall provide an annual audit to UCP of funds received in performance of this Agreement.

C. CBDO understands and agrees that it shall be liable to UCP for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this agreement. CBDO further understands and agrees that reimbursement to UCP of such disallowed costs shall be paid by CBDO from funds which were not provided or otherwise made available to CBDO under this agreement.

D. CBDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section 20 as UCP may require of CBDO.

E. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION 21. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. CBDO understands and agrees that by the execution of this agreement UCP shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CBDO has staff experience and/or means to perform the environmental review, CBDO may request in writing, from UCP, approval to perform them.

SECTION 22. LABOR STANDARDS

All laborers and mechanics employed in the rehabilitation of a project assisted under this agreement that contains 12 or more dwelling units shall be paid wages at rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333). Construction contractors and subcontractors, must comply with regulations issued under these Acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

SECTION 23. SPECIAL CONDITIONS

A. Release of Funds. UCP shall not release any funds for any costs incurred by CBDO under this agreement until UCP has received certification from CBDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this agreement.

B. Affordability. Funds provided under this agreement must meet the affordability requirements of the HOME rules for a period of 5 through 15 years (based on the direct HOME subsidy). CBDO agrees to repay all HOME funds governed by this Agreement if the project fails to comply or ceases to comply with the affordability requirements as set forth herein. The affordability requirements must continue to be met throughout the term of the agreement and shall be binding upon the successors, assigns, and transfers of the CBDO as required 24 CFR 92.254. Also, in compliance with 24 CFR 92.254, CBDO shall perform principal residency verifications annually on all properties that are within their affordability periods.

C. The UCP has adopted a Recapture Policy that serves to address the continued affordability of housing units acquired with HOME funds. Under the CBDO Program, the homeowner must occupy the HOME assisted unit as their principal residence for a period of five (5) through fifteen (15) consecutive years. The UCP will recoup all or a portion of the assistance provided to the homeowner if the homes does not continue to be the principal residence, if the property is sold, if the property is foreclosed upon, or if the client otherwise fails to adhere to program requirements within the affordability time frame. The recapture of HOME

funds will be on a pro-rata basis according to the following formula if the "Direct HOME subsidy" assistance if less than $15,000:

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 80% of the assistance provided
- 3rd Year – Repayment of 60% of the assistance provided
- 4th Year – Repayment of 40% of the assistance provided
- 5th Year – Repayment of 20% of the assistance provided

In those projects where the "Direct HOME subsidy" is $15,000 up to $40,000, the UCP will enforce a 10-year affordability with a prorating schedule spread over ten years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 90% of the assistance provided
- 3rd Year – Repayment of 80% of the assistance provided
- 4th Year – Repayment of 70% of the assistance provided
- 5th Year – Repayment of 60% of the assistance provided
- 6th Year – Repayment of 50% of the assistance provided
- 7th Year – Repayment of 40% of the assistance provided
- 8th Year – Repayment of 30% of the assistance provided
- 9th Year – Repayment of 20% of the assistance provided
- 10th Year – Repayment of 10% of the assistance provided

In those projects where the "Direct HOME subsidy" is over $40,000, the UCP will enforce a 15-year affordability with a prorating schedule spread over fifteen years.

- 1st Year – Repayment of the full amount of assistance provided
- 2nd Year – Repayment of 93.38% of the assistance provided
- 3rd Year – Repayment of 86.71% of the assistance provided
- 4th Year – Repayment of 80.04% of the assistance provided
- 5th Year – Repayment of 73.37% of the assistance provided
- 6th Year – Repayment of 66.70% of the assistance provided
- 7th Year – Repayment of 60.03% of the assistance provided
- 8th Year – Repayment of 53.36% of the assistance provided
- 9th Year – Repayment of 46.69% of the assistance provided
- 10th Year – Repayment of 40.02% of the assistance provided
- 11th Year – Repayment of 33.35% of the assistance provided
- 12th Year – Repayment of 26.68% of the assistance provided
- 13th Year – Repayment of 20.01% of the assistance provided
- 14th Year – Repayment of 13.34% of the assistance provided
- 15th Year – Repayment of 6.62% of the assistance provided

If net proceeds from the sale or foreclosure are not sufficient to repay the UCP, in accordance with the appropriate schedule above, the UCP will accept the amount of the net sales proceeds as the amount to be recaptured and thereby satisfy all programmatic requirements – as allowed by 24 CFR 92.254(a)(5)(ii)(A).

D. Housing Quality Standards. CBDO shall ensure that all Housing assisted with funds provided under this agreement shall meet the requirements of 24 CFR 92.251.

E. Affirmative Marketing. CBDO shall adopt and submit for UCP's approval affirmative marketing procedures and requirements, not later than 30 days after the date this agreement is executed. The affirmative marketing procedures and requirements shall include, but need not be limited to, those specified in 24 CFR 92.351. UCP will assess the efforts of the CBDO's during marketing of the units by use of compliance certification or personal monitoring visit to the project at least annually. Where a CBDO fails to follow the affirmative marketing requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the UCP may deem necessary. CBDO must provide UCP with an annual assessment of the affirmative marketing program of the development. The assessment must include:

1. Method used to inform the public and potential homebuyers about federal fair housing laws and affirmative marketing policy. CBDO's advertising vacant units must include the equal housing opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window. CBDO may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

2. Records describing actions taken by the CBDO to affirmatively market units and records to assess the results of these actions. CBDO must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters) to be available for inspection at least annually by UCP.

3. CBDO shall solicit applications for vacant units from persons in the housing market who are least likely to apply for the rehabilitated housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the rehabilitated building is located shall be considered those least likely to apply.

4. CBDO shall maintain a listing of all homebuyers residing in each unit through the end of the compliance period. Compliance period is as stated in 24 CFR 92.508(4) and (7)(c)(2), "records must be retained for five years after the project completion date, except for documents imposing recapture restrictions which must be retained for five years after the affordability period terminates."

F. Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination, and all accounts receivable attributes to the use of funds received under this agreement shall revert to UCP. CBDO shall return these assets to UCP within seven (7) business days after the date of termination.

G. Enforcement of Agreement. CBDO shall provide UCP with a legally enforceable agreement to enforce the affordability requirements of Subsection B of this Section 23. CBDO shall record said agreement in the real property records of the county where the project is located and return the original document, duly certified as to recordation by the appropriate county official, to the UCP within two business days of closing.

H. Flood Insurance. Funds provided under this agreement may not be used in connection with acquisition or rehabilitation of a development located in an area identified by the Federal

Emergency Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program.

I. Displacement, Relocation, and Acquisition. CBDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this agreement. CBDO must comply with the applicable provisions of 24 CFR 92.353.

SECTION 24. INSURANCE

A. Insurance. CBDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirement in Exhibit E. A certificate to that effect will be provided to the County of Hidalgo/UCP at least ten (10) days prior to start of construction.

B. Notice to the UCP. CBDO shall require its insurance policies to provide that the HOME Manager of the UCP shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section 24. The insurer shall be subject to approval by the UCP.

C. Failure to maintain required insurance will be cause for the UCP to take control of the Housing UNITS and will cancel any claim that CBDO may have to the use of the Housing UNITS. CBDO shall provide UCP with certificates of insurance reflecting all coverage required in Exhibit E , and shall, upon request of UCP, promptly provide UCP with copies of the insurance policies.

D. Right to Re-evaluate and Adjust Limits. The UCP shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall not be adjusted more than once a year.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

B. The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by CBDO in accordance with Section 4 of this agreement;

1. Exhibit A, Performance Statement
2. Exhibit B, Budget and Project Implementation Schedule
3. Exhibit C, Applicable Laws and Regulations
4. Exhibit D, Certifications
5. Exhibit E, Insurance Requirements
6. Exhibit F, Affidavit of Standards for Financial Management Systems
7. Exhibit G, Code of Conduct

8. Exhibit H, Conflict of Interest
9. Exhibit I, Excluded Parties List Systems (EPLS) Verification

SECTION 26. JURISDICTION AND VENUE

The laws of the State of Texas shall apply to any dispute arising under this Agreement. For purposes of litigation pursuant to this agreement, venue shall lie in the County of Hidalgo, Texas where this Agreement was entered into and shall be performed.

SECTION 27. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CBDO shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of CBDO under this agreement. Upon request by UCP, CBDO shall furnish satisfactory proof of its compliance herewith.

SECTION 28. 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:

A. **Requesting Price Adjustment**: Upon written request of the CBDO 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 CBDO 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 CBDO of the price changes.
- The CBDO 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 CBDO 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.

B. **Price Reduction**: CBDO shall notify the County at the time when the CBDO'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 CBDO to notify the County of a decrease in costs for items and/or supplies for which the CBDO was granted a price adjustment, may result in immediate termination of this contract and the County shall not be

obligated to pay the CBDO the difference between the contract price and the price adjustment.

C. **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 CBDO 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 CBDO 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 CBDO at any time upon written notice from the County to the CBDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

D. **Allowable Review Periods**: Price adjustment reviews may only be requested by the CBDO 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.

E. **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.

SECTION 29. REMEDIES

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 28 or in any other provision of this agreement shall not preclude the exercise of any other right or remedy under this agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

Executed this 27th day of March, 2009

ATTEST:
Hidalgo County, Urban County Program

UCP Director

Affordable Homes of South Texas, Inc.

CBDO Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 27, 2009 by Robert Calvillo as Director of Affordable Homes of South Texas, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(seal)

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

NOTARY PUBLIC, State of Texas
NAME: Monica Leal
My Commission Expires: March 3, 2010

ACKNOWLEDGEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF HIDALGO §

This instrument was acknowledged before me on March 27, 2009 by Diana R. Serna as Director of the Hidalgo County Urban County Program .

(seal)

MICHELLE L. MENDOZA
Notary Public, State of Texas
My Commission Expires
May 04, 2009

NOTARY PUBLIC, State of Texas
NAME: Michelle L. Mendoza
My Commission Expires: May 4, 2009

EXHIBIT A

PERFORMANCE STATEMENT

A. Providing homeownership opportunities for (18-20 families) qualified families with a total yearly income between 51%-120% of the AMI.

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
2. Demolition of Blighted Structures
3. Redevelopment of Demolished or Vacant Properties
4. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the employees of any subcontractors shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333).

F. CBDO shall comply with the definition of the new income group noted under §2301(f)(3)(A)(i) and (ii) of the Housing and Economic Recovery Act as "low-, moderate- and middle-income" (LMMI) not to exceed 120% of the area median income (AMI) and the CDBG definitions of "low-income" and "moderate-income" (24 CFR 570.3). In addition,

G. The project shall be administered in accordance with Exhibit A, Title III – Emergency Assistance for the Redevelopment of Abandoned and Foreclosed Homes in the "Housing and Economic Recovery Act of 2008" (HERA), federal regulations contained in 24 CFR Part 570 and the NSP/CBDO Proposal.

EXHIBIT B

BUDGET

UCP agrees to grant CBDO $1,908,659 utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

Activity	Budget Amount
Unit Acquisition	$ 1,598,735
Down Payment/Closing Cost Assistance	$ 112,500
Rehabilitation	$ 90,000
Demolition	$ 20,000
Program Maintenance	$ 50,000
SUB-TOTAL	$ 1,871,235
Administration - 2%	$ 37,424
TOTAL BUDGET	**$ 1,908,659**

EXHIBIT C

OTHER FEDERAL REQUIREMENTS

1. Compliance with Federal Laws and Regulations. CBDO agrees to comply with all federal laws and regulations applicable to HOME and to the services and work covered under this Agreement.

2. Applicable Federal Civil Rights Laws and Executive Orders. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD. In providing the services and work set forth in this Agreement, CBDO will carry out its work in a manner which will permit full compliance by UCP with the following, and CBDO shall strictly adhere to the following:

   a. Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded on the basis of race, color or national origin, from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

   b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall 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 pursuant to said Acts.

   c. Title VIII of the Civil Rights Act of 1968, which mandates affirmative action toward furthering fair housing (in sale or rental of housing, financing of housing and provision of brokerage services) throughout the United States;

   d. Executive Order 11063, which provides for equal opportunity in housing and related facilities provided by federal financial assistance;

   e. Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction.

   f. Section 3 of the Housing and Urban Development Act of 1968, which provides for training, employment, and contracting Opportunities for business and lower income persons assurance of compliance.

      (1) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are

located in, or owned in substantial part by persons residing in, the area of the project.

(2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Community Development issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(3) CBDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) CBDO will include these Section 3 clauses in every contact and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that any CBDO or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135, and will not let any contract unless CBDO or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Rehabilitation Contract shall be a condition of the federal financial assistance provided to the project, binding upon CBDO, its successors, and assigns. Failure to fulfill these requirements shall subject CBDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135 which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by, persons residing in the area of the Program.

g. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

The Age Discrimination Act of 1975, as amended (Pub.L. 94-135), and implementing regulations when published for effect.

i. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42.

j. The requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637.

k. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A.

The provisions of 24 CFR, Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any CBDOs or subcontractors during any period of debarment, suspension or placement in ineligibility status.

m. The provisions of 24 CFR, Part 570, relating to compliance with applicable uniform administrative requirements in acceptance and use of funds, as described in Section 570.502 (this document is available at the UCP office).

The provisions of 24 CFR, Part 570, relating to compliance with: 1) OMB Circular A-110 which sets standards for uniform administrative requirements for grants to non-profit organizations; and 2) OMB Circular A-122, which provides a set of cost principles for determining costs of grants and other agreements with non-profit organizations.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964. CBDO under this Agreement shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR, Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, CBDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that CBDO and the United States are beneficiaries of and entitled to enforce such covenant. CBDO, in providing the services and work it is to provide pursuant to this Agreement, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Equal Employment Opportunity. In providing the work and services herein specified, CBDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CBDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CBDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the UCP setting forth the provisions of this nondiscrimination clause. CBDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CBDO shall incorporate the foregoing requirements of this Paragraph 4 in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

CBDO shall also maintain records containing:

a. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME or other Federal funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No CBDO is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

b. Documentation of actions undertaken to meet the requirements of 8 570.607(b) which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

c. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME or other Federal funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

5. Lead-Based Paint Hazards. Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by UCP or CBDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

6. Flood Disaster Protection. Notwithstanding any other provision of this Agreement, CBDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the monies to be paid to CBDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said monies for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

7. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from same.

8. Conflict of Interest. No officer, employee, or agent of CBDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CBDO pursuant to this Agreement, during such officer's employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CBDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section.

9. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Copyrights. If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

11. Patents. Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to UCP and HUD for determination by HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

12. Political Activity.

a. Political Reform Act. CBDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at

Texas Government Code Section 87000, et seq.). CBDO will promptly advise UCP of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

b. Partisan Activity Prohibited. No funds provided in this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of UCP's programs funded by HOME or other Federal funding, and participants whose principle employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

c. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

13. Guidelines on Church-Related Activities.

a. Construction or Rehabilitation of Facilities. HOME or other Federal funding recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block Grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. Block Grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.

14. Property Standards

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. The CBDO must assure that unit design specifications and necessary inspections of each unit is conducted to meet compliance requirements. File documentation must demonstrate compliance.

15. Environmental Requirements

Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Participating Jurisdiction of a release of funds from the U.S. Department of Housing and Urban Development under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the Participating Jurisdiction's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

END CONDITIONS OF FEDERAL FUNDING

EXHIBIT D

Certification Regarding Lobbying for Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant loan, or cooperative agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subagreements, subgrants, and agreement under grants, loans and cooperative agreements) and that CBDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Affordable Homes of South Texas, Inc.

Signed: _____

Director

3/27/09

Date

EXHIBIT E

INSURANCE REQUIREMENTS

1. CBDO Insurance. CBDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects UCP and any insurance or self-insurance maintained by UCP shall be excess of CBDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CBDO utilizes one or more subcontractors in the performance of this Agreement, CBDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CBDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CBDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CBDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CBDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CBDO is not a material part of performance of this Agreement and CBDO and UCP both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CBDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CBDO may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of

interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CBDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide UCP on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CBDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

HOME Coordinator
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

END INSURANCE REQUIREMENTS

EXHIBIT F

Hidalgo County Urban County Program

Community-Based Development Organization (CBDO)Certification

Affidavit of Standards for Financial Management Systems

Date: March 27, 2009

Affiant: Robert Calvillo

Recipient: Affordable Homes of South Texas, Inc.,

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the 27th day of March, 2009.

by Robert Calvillo, on behalf of Affordable Homes of South Texas

_____
Notary Signature

My commission expires: March 3, 2010

Seal:

MONICA LEAL
Notary Public, State of Texas
My Commission Expires
March 03, 2010

AI-21172 **15.C.**

Neighborhood Stabilization Program amendment

CC REGULAR

Date:	05/18/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to submit a substantial amendment to the 2008 Hidalgo County Urban County Program One Year Action Plan to include Land Banking in its Neighborhood Stabilization Program (NSP) under the Housing and Economic Recovery Act.

BACKGROUND

Activities being currently undertaken with NSP funds include (a)establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, (b)purchase and rehabilitation of homes and residential properties abandoned or foreclosed, (c)demolition of blighted structures, (d)redevelopment of demolished or vacant properties, and (e) administration and planning costs.

This amendment will allow for the inclusion of LAND BANKING, which is an eligible use under HERA. The UCP will continue to meet the National Objective in benefiting low, moderate and middle income households at or below 120% of the area median income, as well as work in the areas of greatest need within the County of Hidalgo.

A draft copy of the NSP substantial amendment was made available for review for a fifteen (15) - day comment period beginning on April 20, 2010 and ending on May 5, 2010. The NSP substantial amendment was also posted on the Hidalgo County website for public view. A Public Hearing was held on May 11, 2010 at the Hidalgo County Commissioners' Court. No comments were received.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County funds. No budget increase to proposed amendment.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/12/2010 07:46 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2010 08:01 AM	APRV
3	Perla Lopez	Perla Lopez	05/12/2010 02:59 PM	APRV
4	Budget & Management	Erika Zamora	05/12/2010 03:00 PM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 12:00 PM	APRV

Form Started By: Estella Webber Started On: 05/11/2010 05:02 PM

Final Approval Date: 05/14/2010

NEIGHBORHOOD STABILIZATION PROGRAM
AMENDMENT TO ORIGINAL PLAN

Amendment

Activities being currently undertaken with NSP funds include (a)establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties, (b)purchase and rehabilitation of homes and residential properties abandoned or foreclosed, (c)demolition of blighted structures, (d)redevelopment of demolished or vacant properties, and (e) administration and planning costs.

This amendment will allow for the inclusion of LAND BANKING, which is an eligible use under HERA. The UCP will continue to meet the National Objective in benefiting low, moderate and middle income households at or below 120% of the area median income, as well as work in the areas of greatest need within the County of Hidalgo.

Changes made to the plan can be found on pages 2, 5, 20 & 21 and 22.

Jurisdiction(s): The County of Hidalgo Urban County Program *(identify lead entity in case of joint agreements)* Jurisdiction Web Address: http://www.co.hidalgo.tx.us/ *(URL where NSP Substantial Amendment materials are posted)*	NSP Contact Person: Diana R. Serna Address: 1916 Tesoro Blvd., Pharr TX 78577 Telephone: (956) 787-8127 Fax: (956) 787-5291 Email: ucp@bizrgv.rr.com

A. AREAS OF GREATEST NEED

Provide summary needs data identifying the geographic areas of greatest need in the grantee's jurisdiction.

Note: An NSP substantial amendment must include the needs of the entire jurisdiction(s) covered by the program; states must include the needs of communities receiving their own NSP allocation. To include the needs of an entitlement community, the State may either incorporate an entitlement jurisdiction's consolidated plan and NSP needs by reference and hyperlink on the Internet, or state the needs for that jurisdiction in the State's own plan. The lead entity for a joint program may likewise incorporate the consolidated plan and needs of other participating entitlement jurisdictions' consolidated plans by reference and hyperlink or state the needs for each jurisdiction in the lead entity's own plan.

HUD has developed a foreclosure and abandonment risk score to assist grantees in targeting the areas of greatest need within their jurisdictions. Grantees may wish to consult this data, in developing this section of the Substantial Amendment.

Response:

The NSP funding is to be used by Hidalgo County – Urban County Program (UCP) for providing or improving permanent residential structures that will be occupied by a household whose income is at or below 120% of area median income (AMI). The program shall address acquisition, rehabilitation, sale, construction of housing units and home ownership assistance. The program shall address foreclosure issues within Hidalgo County, excluding the entitlement cities of McAllen, Edinburg, Mission and Pharr, that include but are not limited to:

a. establishment of financing mechanisms for the purchase and redevelopment of foreclosed homes and residential properties;
b. purchase and rehabilitation of homes and residential properties abandoned or foreclosed;
c. demolition of blighted structures;
d. redevelopment of demolished or vacant properties;
e. administration and planning costs; and
f. land banking

It is the intent of the County of Hidalgo UCP to partner with existing Community Housing Development Organizations (CHDO's) to accomplish the activities identified.

B. DISTRIBUTION AND USES OF FUNDS

Provide a narrative describing how the distribution and uses of the grantee's NSP funds will meet the requirements of Section 2301(c)(2) of HERA that funds be distributed to the areas of greatest need, including those with the greatest percentage of home foreclosures, with the highest percentage of homes financed by a subprime mortgage related loan, and identified by the grantee as likely to face a significant rise in the rate of home foreclosures. ***Note***: The grantee's narrative must address these three stipulated need categories in the NSP statute, but the grantee may also consider other need categories.

Response:

The County of Hidalgo Urban County Program design identified several areas of greatest need. The areas selected were areas that were identified as having 1.) a high level of foreclosure rates (through a data collection method from the County of Hidalgo County Clerks Office of foreclosures over a 5 month period – see page #23 & 24), 2.) the highest estimated foreclosure/abandonment risk score – see page #25. 3.) income eligible households – see page #26 (up-to the 120% of HUD Area Median Income) and 4.) the highest percentage of loans made between 2004 and 2006 that were high cost – see page #27.

The geographic boundaries include the following census tracts:

21802, 21902, 22001, 22002, 22101, 22102, 22201, 22202, 22400, 22502, 22600, 23000, 23101, 23102, 23508, 24202, 24401, 24402, 24500 and 24600 – see page #22

November 18, 2008, a Public Hearing was held at the Hidalgo County Commissioners' Court. No comments were received.

The public comment period for the amendment to the NSP Original Plan begins on April 13, 2010 and will remain open until April 28, 2010. All comments received will be added to the submittal of the amendment for HUD approval. A Public Hearing will be held on May 4, 2010 at the Hidalgo County Commissioners' Court. Any comments received will be added tot eh submittal of the amendment for HUD approval.

G. *NSP INFORMATION BY ACTIVITY (COMPLETE FOR EACH ACTIVITY)*

(1) Activity Name: **Land Banking**

(2) Activity Type: (include NSP eligible use & CDBG eligible activity)

Eligible use under the Housing and Economic Recovery Act of 2008 (HERA)

(3) National Objective: (Must be a national objective benefiting low, moderate and middle income persons, as defined in the NSP Notice—i.e., ≤ 120% of area median income).

Benefit to low-, moderate- and middle-income persons/families

(a) All of the funds made available under this section are to be used with respect to individuals and families whose incomes do not exceed 120% of area median income.

(b) Not less than 25% of these funds are to be used for the purchase and redevelopment of abandoned or foreclosed upon homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50% of area median income.

Note that NSP redefines and supersedes the definition of "low- and moderate-income" of the CDBG program by allowing households whose incomes exceed 80% but are no greater than 120% of area median income to qualify for NSP funds. HUD will refer to this new income group as "middle income," but continue to use the CDBG definitions of "low-income" and "moderate-income." HUD will use the term "low-, moderate- and middle-income" (LMMI) to refer to the national objective of the program.

(4) Activity Description:

Purchase of vacant lots for the purpose of redevelopment.

(5) Location Description: (Description may include specific addresses, blocks or neighborhoods to the extent known.)

The County of Hidalgo Urban County Program design identified several areas of greatest need. The areas selected were areas that were identified as having 1.) a high level of foreclosure rates (through a data collection method from the County of Hidalgo County Clerks Office of foreclosures over a 5 month period – see page #23 & 24), 2.) the highest estimated foreclosure/abandonment risk score – see page #25. 3.) income eligible households – see page #26 (up-to the 120% of HUD Area Median Income) and 4.) the highest percentage of loans made between 2004 and 2006 that were high cost – see page #27.

The geographic boundaries include the following census tracts:

21802, 21902, 22001, 22002, 22101, 22102, 22201, 22202, 22400, 22502, 22600, 23000, 23101, 23102, 23508, 24202, 24401, 24402, 24500 and 24600 – see page #22

(6) Performance Measures (e.g., units of housing to be acquired, rehabilitated, or demolished for the income levels of households that are 50 percent of area median income and below, 51-80 percent, and 81-120 percent):

The approximate number of units to be assisted with the total allocation is 30-35. The number of families to be assisted within each income level will be determined once the project is underway. As stated previously, the NSP requires 25% of the allocation for families below fifty percent (50%) AMI, therefore the number of units produced within this income range will be approximately 12.

(7) Total Budget: (Include public and private components)

Activity	*% AMI*	*# of Units*	*Per Unit*	*Budget Amount*
Land Acquisition				
Redevelopment				

(8) Responsible Organization: (Describe the responsible organization that will implement the NSP activity, including its name, location, and administrator contact information)

Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Diana R. Serna, Director
Telephone: (956) 787-8127
Fax: (956) 787-5291
Email: ucp@bizrgv.rr.com

(9) Projected Start Date: January 2009

(10) Projected End Date: December 2012

(11) Specific Activity Requirements:

Please refer to project activity requirements listed under #4 (Activity Description) of this section.

NSP PROGRAM BUDGET

Activity	**Original** Budget	**Amended** Budget
Unit Acquisition	$1,563,000	$1,768,900
Down Payment Asst.	252,500	262,500
New Construction	630,000	500,000
Rehabilitation	100,000	0
Demolition	17,500	0
Program Maintenance	25,000	0
Developer's Fees	0	56,600
Program Administration	279,057	279,057
TOTAL	$2,867,057	$2,867,057

AI-21152 **16.A.**

Amend WIC Budget

CC REGULAR

Date:	05/18/2010
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

WIC (1292):
1. Approval to amend (increase) the WIC Budget in the amount of 50,000 for extra funding.
2. Approval of Certification of Revenue as Certified by Mr. Ray Eufracio, County Auditor in the amount of $50,000.00
3. Approval of appropriation of funds for FY 2010 WIC Grant

BACKGROUND

Increase Budget fo fund expenditures for the WIC Program.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Amending grant. Appropriation in the amount of $50,000.00.

Revenue Account: 0-1292-331-10-350-001-0-000

Attachments

Link: Extra Funding Approval

Link: Certification of Revenue

Link: BUDGET AMENDMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/12/2010 07:46 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2010 08:00 AM	APRV
3	Erika Zamora	Erika Zamora	05/12/2010 11:24 AM	APRV
4	Budget & Management	Erika Zamora	05/12/2010 01:37 PM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 12:01 PM	APRV

Form Started By: Margarita Gonzalez Started On: 05/10/2010 01:52 PM

Final Approval Date: 05/14/2010

From: Jasso, Benny
To: norma.longoria@wic.co.hidalgo.tx.us
CC: Romo, Juanita, Genfan, Alisin
Date: Sunday, May 09, 2010 5:12:52 PM
Subject: LA #12: Extra Funding Approval

The State Agency has received your extra funding request for fiscal year 2010. Your request has been approved for the amount of **$ 50,000.00**.

The approved amount may be applied toward the items on the request with the exception of the following items which were **not approved**:
N/A

This approval is for funding only. **It does not relieve you of the responsibility of seeking additional approval if required by WIC policy.**

Items which may require additional approval include (but not limited to): computers, supplies with a unit cost of $1000 or more, equipment with a unit cost of $5000 or more, clinic alterations and professional/unprofessional contracts. Please refer to the WIC Accounting policies for further clarification.

Approval requests need to include:

- Three bids or explanation as to why three bids were not received including how many bids were solicited.
- The number of bids received
- How the request for bid was advertised. If three bids were not received a copy of advertisement or RFP must be submitted.
- If lowest bid was not selected, justification for selection of best value
- A statement assuring bids were obtained in compliance with the Uniform Grants Management Standards and WIC Policy

All items requiring additional State or USDA approval must be submitted to the Contract Development & Support Branch (CDSB) via email at cdsb@dshs.state.tx.us.

A copy of this approval should be kept on file for audit or review.
A Letter of Amendment for the approved amount will follow.

If you have any further questions, please feel free to contact me.

Benny Jasso
Program Specialist
Nutrition Services Section
(512) 341-4573
(512) 341-4419



Please consider the environment before printing this email.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

May 10, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$50,000.00	LA#12 Extra Funding Approval - WIC

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/11/10
Date

DATE: 5/10/2010

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 0.1292.441.00.350.001.0

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

Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
0.1292.441.00.350.001.0.741	Vehicles	21,594.00
0.1292.441.00.350.001.0.743	Office Furniture & Equipment	13,299.00
0.1292.441.00.350.001.0.601	Office Supplies	10,523.00
0.1292.441.00.350.001.0.661	Minor Office Furniture	2,138.00
0.1292.441.00.350.001.0.664	Other Minor Equipment	2,446.00
	Total Appropriations	50,000.00
0.1292.331.10.350.001.0.000	Wic Administration Revenues	50,000.00
	Total Revenues	50,000.00
	TOTAL FUND BALANCE IMPACT	50,000.00

REASON: To amend FY2010 to encumber cost.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

AI-21149 **17.A.**

Magic Valley Electric Coop - Easement

CC REGULAR

Date:	05/18/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for discussion, consideration and/or approval of a proposed easement for Magic Valley Electric Coop approximately 1.97 acres - Cesar Chavez Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact to the County of Hidalgo

Attachments

Link: Easement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/12/2010 07:46 AM	APRV
2	Budget & Management	Erika Zamora	05/12/2010 07:54 AM	APRV
3	Roland Garcia	Rolando Garcia	05/14/2010 10:36 AM	APRV
4	Budget & Management	Erika Zamora	05/14/2010 11:20 AM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 12:03 PM	APRV
Form Started By: Sandra Garcia			Started On: 05/10/2010 12:36 PM	
Final Approval Date: 05/14/2010				

RIGHT of WAY
SERVICE, INC.

April 28, 2010

County of Hidalgo
2401 North Moorefield Rd
Mission, Texas 78572

RE: Gandy - Doedyns 138kV Electric Transmission Line; LL# 35
6.318-acre tract out of 18.0 acres out of Lot 14, Block 44, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas

Mr. Joe Pena:

I represent Magic Valley Electric Cooperative, Inc. ("MVEC"). MVEC is proposing to construct a 138kV electric transmission line. The electric transmission line route crosses your property and an easement across your property is required to construct, operate and maintain that electrical line.

I would like to speak to you to explain the easement MVEC is interested in obtaining from you. We will like to acquire an Easement of 1.97 acres and would like to give you an adequate compensation of $35,000.00 per acre. The total offer is $68,950.00.

Please contact me at your earliest convenience, so that we may discuss this matter in further detail. I may be reached at 361-660-4726 mobile.

Sincerely,
Right-of-Way Service, Inc.

Benny Clegg
Right-of-Way Agent
Representing **Magic Valley Electric Cooperative, Inc.**

BC/ma

P.O. Box 69 Alice, Texas 78333 361-664-8973 office 361-664-6718 fax

AI-21215 **18.A.**

Approval for Precinct 2 Monument

CC REGULAR

Date:	05/18/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Request authorization to approve County of Hidalgo Precinct 2 Monument Sign Project for the Multi-Purpose Center and Park Facility located in Alamo, Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

*This item is in relation to the wording of the monument.

Attachments

Link: Monument Sign

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Monica Badillo	05/13/2010 04:52 PM	APRV
2	Budget & Management	Ivan Cantu	05/14/2010 08:07 AM	APRV
3	Roland Garcia	Rolando Garcia	05/14/2010 04:44 PM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 05:07 PM	APRV

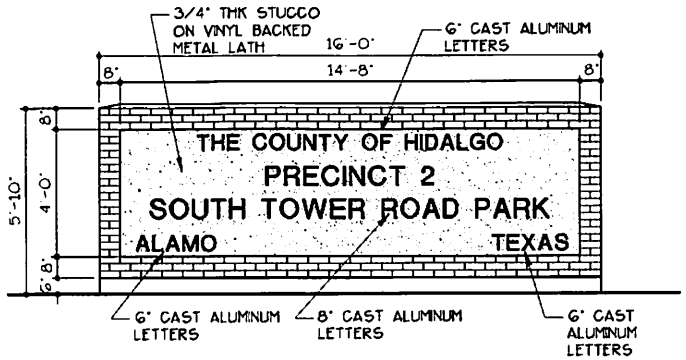
Form Started By: Yolanda Cisneros Started On: 05/13/2010 04:34 PM

Final Approval Date: 05/14/2010

County of Hidalgo Precinct 2

Multi - Purpose Center and Park Facility

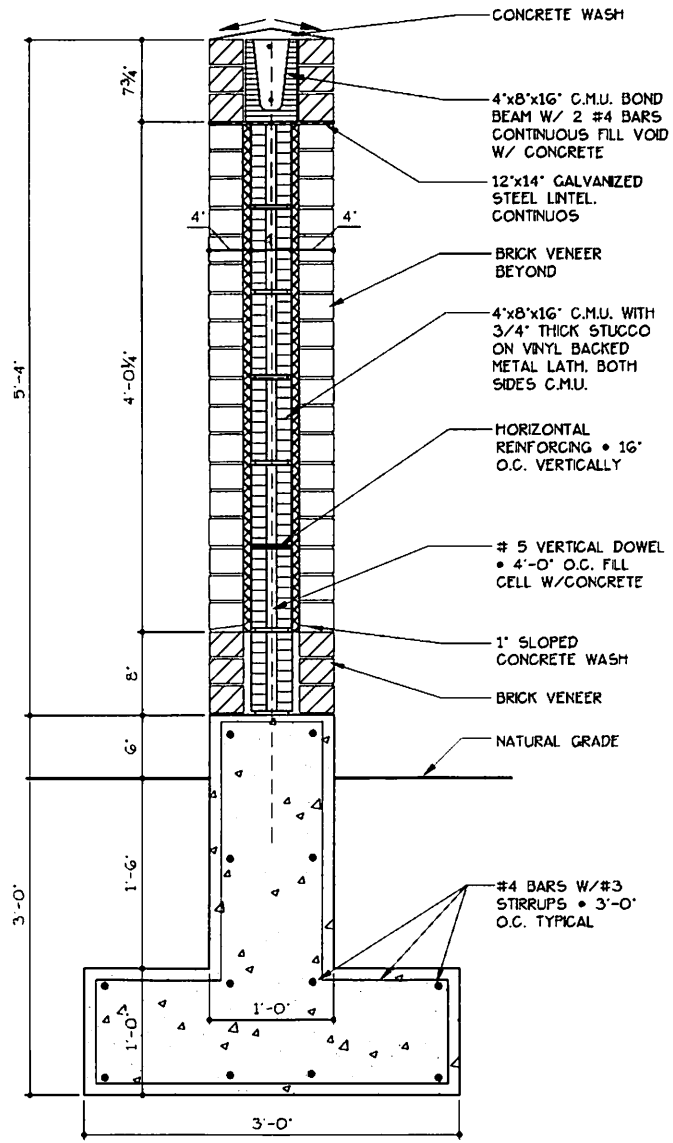
Commissioner Hector "Tito" Palacios



A ELEVATION

SCALE: 1/4" = 1'-0"

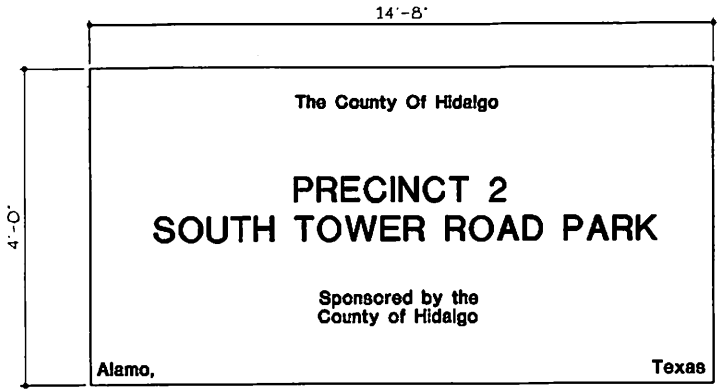
CD000127



B PERMANENT PROJECT SIGN

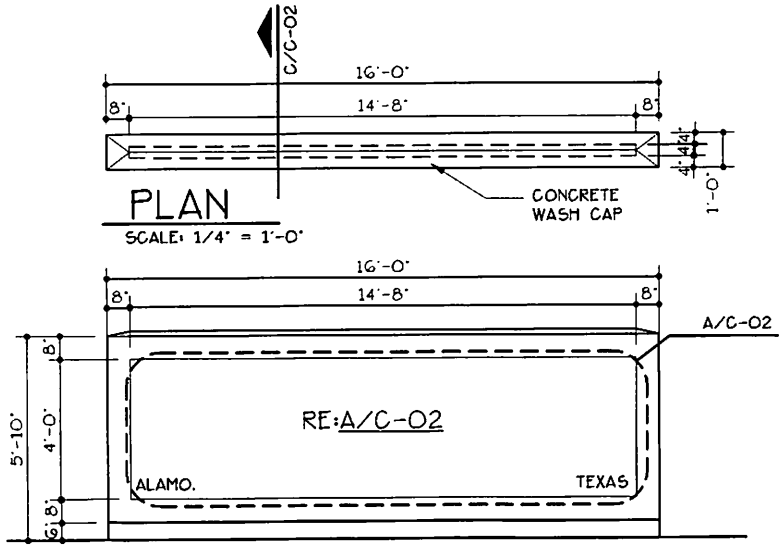
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CD000126



A PERMANENT SIGN

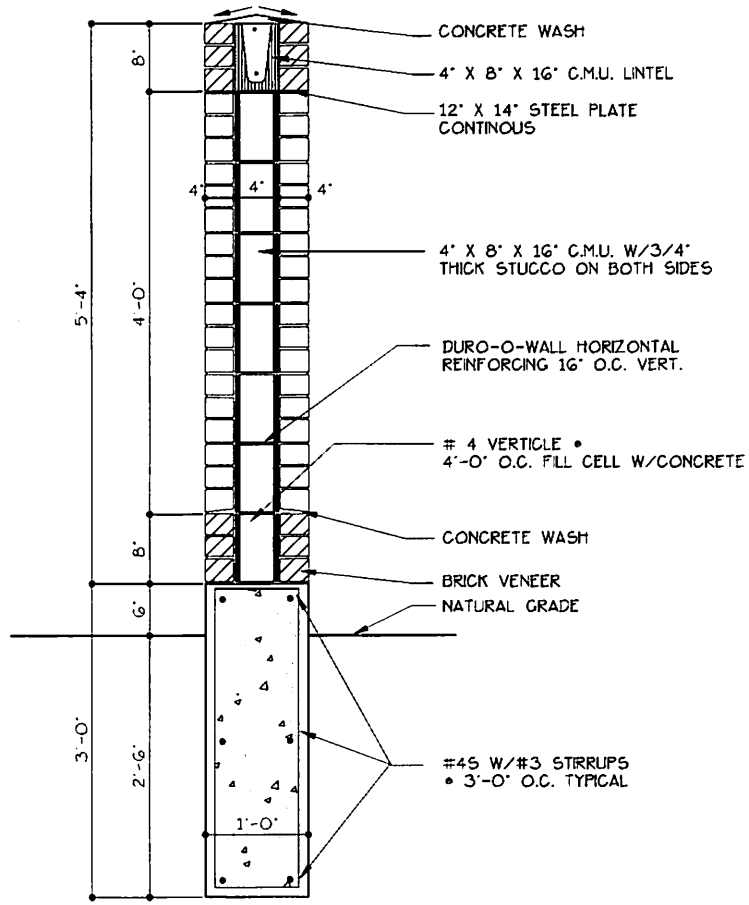
SCALE: N.T.S.
PRESIGN1



PLAN
SCALE: 1/4" = 1'-0"

B ELEVATION

SCALE: 1/4" = 1'-0"
CD000127



C PERMANENT PROJECT SIGN

SCALE: 3/4" = 1'-0"
CD000126

AI-21223 **19.A.**

Classification and Compensation Plan - Phase II

CC REGULAR

Date:	05/18/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status update on Phase II of the Hidalgo County Employee Classification and Compensation Plan Project.

BACKGROUND

Presentation Only

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/14/2010 02:48 PM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 03:18 PM	APRV
3	Budget & Management	Erika Zamora	05/14/2010 03:29 PM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 05:33 PM	APRV
Form Started By: Sergio Cruz			Started On: 05/14/2010 01:50 PM	
Final Approval Date: 05/14/2010				

AI-21224 **19.B.**

Capital Improvement Plan 2010

CC REGULAR

Date:	05/18/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status update on the Hidalgo County Capital Improvement Plan.

BACKGROUND

Presentation Only

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	05/14/2010 02:48 PM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 03:19 PM	APRV
3	Budget & Management	Erika Zamora	05/14/2010 03:30 PM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 05:33 PM	APRV
Form Started By: Sergio Cruz			Started On: 05/14/2010 01:52 PM	
Final Approval Date: 05/14/2010				

AI-21124 **19.C.1.**

Appropriation for Notes Payable- USDA Tax Notes, Series 2008 (1401)
CC REGULAR

Date:	05/18/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Notes Payable (1401):
Approval of 2010 appropriation of funds into Notes Payable in the amount of $121,500.00 to fund the final payment for the USDA 2008 Tax Notes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1401-47X-00-000-000-0-86X

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

BUDGETARY IMPACT:

Appropriation of funds into Notes Payable in the amount of $121,500.00 to fund the final payment for the USDA 2008 Tax Notes.

Funds available as of 5-14-10 in the Notes Payable (1401) unreserved f/b.

Attachments

Link: Notes Payable BA (1401)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	05/14/2010 09:35 AM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 10:21 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/14/2010 01:24 PM	APRV
4	Purchasing Department	Angela Garcia	05/14/2010 01:27 PM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 05:09 PM	APRV
6	Budget & Management	Erika Zamora	05/14/2010 05:09 PM	APRV
7	Auditor's Office		05/14/2010 05:49 PM	NEW

Form Started By: Perla Lopez Started On: 05/07/2010 08:42 AM

Final Approval Date: 05/14/2010

DATE: May 18, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Notes Payable (1401)

AI-21124

ACCOUNT NUMBER: 0-1401-47X-00-000-000-0-86X

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1401-471-00-000-000-0-862	Notes Payable - Other Debt Principal	$ 112,500.00
0-1401-472-00-000-000-0-864	Notes Payable - Other Debt Interest	$ 9,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**121,500.00**

REASON:
Appropriation of funds for final payment for the USDA Tax Notes.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-21171 **19.C.2.**

Appropriation of funds for Pct. 1 R & B (1201) (P/U Rd, program #005)
CC REGULAR

Date:	05/18/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Pct. 1
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 R & B (1201):
Approval of 2010 appropriation of funds for Pct. 1 P/U Rd, program #005, in the amount of $100,000.00 to fund hauling & freight services and R & B R &M supplies expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

appropriation of funds for Pct. 1 P/U Rd, program #005, in the amount of $100,000.00 to fund hauling & freight services and R & B R &M supplies expenditures.

Funds available as of 5-11-10 in Pct. 1 R & B unreserved f/b.

Attachments

Link: Pct. 1 R & B BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	05/11/2010 04:04 PM	APRV
2	Purchasing Department	Angela Garcia	05/12/2010 07:46 AM	APRV
3	Budget & Management	Erika Zamora	05/12/2010 08:01 AM	APRV
4	Erika Zamora	Erika Zamora	05/14/2010 03:35 PM	APRV
5	Budget & Management	Erika Zamora	05/14/2010 03:38 PM	APRV
6	Auditor's Office	Linda Fong	05/14/2010 05:11 PM	APRV

Form Started By: Ivan Cantu Started On: 05/11/2010 03:50 PM

Final Approval Date: 05/14/2010

DATE: May 18, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 P/U Rd (1201, 005)

ACCOUNT NUMBER: 0-1201-431-00-121-005-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2010
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1201-431-00-121-005-0- 346	Pct. 1 P/U Rd-	Hauling & Freight Svcs	30,000.00
0-1201-431-00-121-005-0- 673	Pct. 1 P/U Rd-	R & B R & M Supplies	70,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**100,000.00**

REASON: Appropriation of funds for Pct. 1 R & B (P/U Rd, program 005) to fund hauling & freight svcs and R & B R & M Supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21218 **19.D.1.**

DBM W/C & Budget Division- Creation and transfer of employee from one dept. to the other

CC REGULAR

Date:	05/18/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

DBM - Employee Benefits Division (Fund 2201 & 2202):
a. Approval to create one (1) regular full-time Claims Investigator II position, slot no. 0012, grade level 13 and transfer-in employee no. 29211 from DBM- Budget Division to WC Division, slot no. 0012.
b. Approval to create one (1) regular full-time Employee Benefits Specialist II position, slot no. 0011, grade level 11 and transfer-in employee no. 57533 from DBM- WC Division to Employee Benefits Division, slot no. 0011.
c. Approval to delete one (1) vacant regular full-time Employee Benefits Specialist I position, slot no. 0006, grade level 10.
d. Approval of appropriations of funds.
e. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed Claims Investigator II position and related fringe benefit expenditures available, pending transfer of appropriation of funds (fund 2202).

FISCAL YEAR: 2010 **ACCT. #:** 0-2201-415-00-115-009-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed Employee Benefits Specialist II position and related fringe benefit expenditures available from deletion of Employee Benefits Specialist I position, additional funds pending transfer of appropriation of funds (fund 2201).

Attachments

Link: Health - revised salary schedule
Link: Budget Amendment (2201) Health
Link: Fiscal Note
Link: Budget Amendment (2202) WC
Link: job descriptions
Link: WC - Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/14/2010 04:53 PM	APRV
2	Purchasing Department	Angela Garcia	05/14/2010 04:58 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/14/2010 05:44 PM	APRV
4	Budget & Management		05/14/2010 05:49 PM	NEW

Form Started By: Sylvia Solis Started On: 05/14/2010 11:32 AM

Final Approval Date: 05/14/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-2201-415-00-115-009-0

AI - 21218

DBM - HEALTH BENEFITS ADM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETE THE FOLLOWING: ↓											
~~0006~~	~~113~~	~~EMPLOYEE BENEFITS SPECIALIST I~~	~~10~~	~~1~~	~~37,109.00~~	~~37,109.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0007	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	32,051.00	32,051.00	0.00	0.00	0.00	0.00	0.00	32,051.00
0008	113	DIRECTOR EMPL BNFTS DIVISION	18	1	68,687.00	68,687.00	68,687.00	480.00	0.00	0.00	0.00	0.00	69,167.00
0009	113	CLERK IV	7	2	30,489.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0010	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	27,276.00	27,552.00	0.00	0.00	0.00	0.00	0.00	27,552.00
		CREATE THE FOLLOWING: ↓											
0011	**113**	**EMPLOYEE BENEFITS SPECIALIST II**	**11**	**3**	**42,884.00**	**42,884.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					238,496.00	238,496.00	158,779.00	840.00	0.00	0.00	0.00	0.00	159,619.00

1. Approval to create one (1) regular full-time Employee Benefits Specialist II position, slot no. 0011, grade level 11 and transfer-in employee no. 57533 from DBM- WC Division to Employee Benefits Division, slot no. 0011.

2. Approval to delete one (1) vacant regular full-time Employee Benefits Specialist I position,

All personnel actions pending CC approval.

DATE: May 14, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for DBM - Health Benefits Adm

ACCOUNT NUMBER: 0-2201-415-00-115-009-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-2201-415-00-115-009-0- 113	DBM - HEALTH BENEFITS ADM - REG F/T EMPLOYEE	3,628.74
0-2201-415-00-115-009-0- 115	DBM - HEALTH BENEFITS ADM - LONGEVITY	527.82
0-2201-415-00-115-009-0- 220	DBM - HEALTH BENEFITS ADM - FICA	317.98
0-2201-415-00-115-009-0- 230	DBM - HEALTH BENEFITS ADM - RETIREMENT	395.71
0-2201-415-00-115-009-0- 250	DBM - HEALTH BENEFITS ADM - UNEMPLOYMENT COMP	20.78
	TOTAL BUDGET INCREASE (DECREASE)	**4,891.03**

REASON: To appropriate funding for salaries and related fringe benefit expenditures, for Employee Benefits Specialist II position, slot no. 0011 under the DBM - Health Benefits Adm Division.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21218

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, May 18, 2010

Summary of request/proposal:

DBM - Employee Benefits Division (2201)/ Workers' Comp (2200):
a. Approval to create one (1) regular full-time Claims Investigator II position, slot no. 0012, grade level 13 and transfer-in employee no. 29211 from DBM- Budget Division to WC Division, slot no. 0012.
b. Approval to create one (1) regular full-time Employee Benefits Specialist II position, slot no. 0011, grade level 11 and transfer-in employee no. 57533 from DBM- WC Division to Employee Benefits Division, slot no. 0011.
c. Approval to delete one (1) vacant regular full-time Employee Benefits Specialist I position, slot no. 0006, grade level 10.

WORKERS' COMP DIVISION:

Fund	Position	Slot #	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
2202	CLAIMS INVESTIGATOR II	0012	113	13	7	0.00	57,876.00	57,876.00
					TOTAL:	0.00	57,876.00	57,876.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-2202-419-50-115-065-0- 113	DBM - W/C DIVISION	REG F/T EMPLOYEES	$36,366.53
0-2202-419-50-115-065-0- 211	DBM - W/C DIVISION	HEALTH INSURANCE	$1,700.93
0-2202-419-50-115-065-0- 212	DBM - W/C DIVISION	LIFE INSURANCE	$16.97
0-2202-419-50-115-065-0- 220	DBM - W/C DIVISION	FICA	$2,782.04
0-2202-419-50-115-065-0- 230	DBM - W/C DIVISION	RETIREMENT	$3,462.09
0-2202-419-50-115-065-0- 250	DBM - W/C DIVISION	UNEMPLOYMENT COMP	$181.83
0-2202-419-50-115-065-0- 260	DBM - W/C DIVISION	WORKER'S COMP	
		2010 Budgetary Impact	$44,510.39

2011 Budgetary Impact: $71,109.09

Possible Funding Sources: 2202 FUND BALANCE

EMPLOYEE BENEFITS DIVISION:

Fund	Position	Slot #	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
2201	EMPLOYEE BENEFITS SPECIALIST II	0011	113	11	3	0.00	42,884.00	42,884.00
2201	EMPLOYEE BENEFITS SPECIALIST I	0006	113	10	1	37,109.00	0.00	(37,109.00)
					TOTAL:	37,109.00	42,884.00	5,775.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-2201-415-00-115-009-0- 113	HEALTH BENEFITS ADM -	REG F/T EMPLOYEES	$3,628.74
0-2201-415-00-115-009-0- 115	HEALTH BENEFITS ADM -	LONGEVITY	$527.82
0-2201-415-00-115-009-0- 211	HEALTH BENEFITS ADM -	HEALTH INSURANCE	
0-2201-415-00-115-009-0- 212	HEALTH BENEFITS ADM -	LIFE INSURANCE	
0-2201-415-00-115-009-0- 220	HEALTH BENEFITS ADM -	FICA	$317.98
0-2201-415-00-115-009-0- 230	HEALTH BENEFITS ADM -	RETIREMENT	$395.71
0-2201-415-00-115-009-0- 250	HEALTH BENEFITS ADM -	UNEMPLOYMENT COMP	$20.78
0-2201-415-00-115-009-0- 260	HEALTH BENEFITS ADM -	WORKER'S COMP	
		2010 Budgetary Impact	$4,891.03

2011 Budgetary Impact: $7,810.01

Possible Funding Sources: 2201 FUND BALANCE

Budget Office Recommendation:

DATE: May 14, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for DBM - Workers' Compensation

ACCOUNT NUMBER: 0-2202-419-50-115-065-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-2202-419-50-115-065-0- 113	DBM - W/C DIVISION - REG F/T EMPLOYEE	36,366.53
0-2202-419-50-115-065-0- 211	DBM - W/C DIVISION - HEALTH INSURANCE	1,700.93
0-2202-419-50-115-065-0- 212	DBM - W/C DIVISION - LIFE INSURANCE	16.97
0-2202-419-50-115-065-0- 220	DBM - W/C DIVISION - FICA	2,782.04
0-2202-419-50-115-065-0- 230	DBM - W/C DIVISION - RETIREMENT	3,462.09
0-2202-419-50-115-065-0- 250	DBM - W/C DIVISION - UNEMPLOYMENT COMP	181.83
	TOTAL BUDGET INCREASE (DECREASE)	**44,510.39**

REASON: To appropriate funding for salaries and related fringe benefit expenditures, for Claims Ivestigator II position, slot no. 0012 under the DBM - W/C Division.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

CLAIMS INVESTIGATOR II

GRADE: 13

GENERAL DESCRIPTION

Performs (journey-level) claims investigator work; under general direction, works independently to investigate and process claims against the county and makes recommendation to eliminate and deter future claims.

EXAMPLES OF WORK PERFORMED

Investigate claims of property damage and personal injury involving the county of Hidalgo

Investigate reports of premise defects, damages or other potential hazards

Negotiate settlement with claimants and/or attorneys

Recommend settlement amounts pending approval of litigation

Identify and advise appropriate department of problems or situations which present potential liability to county

Respond to inquiries on the proper procedures to file a claim

Will visit claimants in their homes or place of work with occasional office visits or meetings with solicitors and other professionals

Travel within a working day (to meet clients) is frequent, but absence from home at night and overseas travel are both uncommon

Process claims and maintains status files

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (3-2) years experience with investigations related to claims of property damage, personal injury, liability, etc. Graduation from an accredited college or university in Business or related field. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of investigative techniques

Knowledge of insurance industry practices and procedures

Organizational and time management skills

An outgoing and confident disposition when dealing with people, often in difficult circumstances

Good numeracy and literacy skills

Skill in negotiating settlements with claimants

Skill in preparing and maintaining case files

Ability to use tact and diplomacy in all communications

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

EMPLOYEE BENEFITS SPECIALIST I

Delete

GRADE: 10

GENERAL DESCRIPTION

Under the direction of the Administrator, Employee Benefits Division, this position assists in the planning, coordination, and administration of a comprehensive self-insured health benefits program for County employees, their dependents, and retirees. In addition, the specialist assists in the administration of related voluntary insurance products. The specialist also provides assistance to the employees of Hidalgo County and affiliated insurance pool agencies with information pertaining to medical benefits, supplemental insurance and COBRA election. The specialist also assists in the coordination of the benefit renewal process, in working with insurance agents, third party administrators and vendors, and facilitates the open enrollment process. The specialist reconciles premium deductions and policies as required.

EXAMPLES OF WORK PERFORMED

Coordinate and administer components and activities of the Hidalgo County Health Benefits Program by implementing approved policies and procedures to achieve goals and objectives and ensure compliance with county and legal requirements

Coordinate with insurance agents, consultants, and third party administrators to provide optimum service within the limits imposed by program structure

Serve as primary resource for information regarding benefit plans, policies, and procedures; interpret benefit plan documents and program guidelines, regulations and policies; and provide information where judgment, knowledge, and interpretations are called for

Monitor program activities by compiling data preparing reports, reviewing and reconciling monthly claims summaries, cost reports, billing summaries and insurance benefit usage reports

Provide training and education to County employees, insuring their familiarity with terms and conditions of benefit programs through the development and presentation of employee orientations, benefit fairs, newsletters, meetings, seminars, and informational packets

GENERAL QUALIFICATION GUIDELINES

Experience and Education

A bachelor's degree from an accredited college or university in Business Administration, Marketing, Economics, or related field, plus two years experience in employee benefits programs with responsibility for analyzing plans, recommending contract terms, and implementation of policies and procedures, or

An Associate's degree or 60 college hours and four years of experience in health insurance, workers' compensation insurance, and/or self-insured employee benefits programs related to governmental agencies. Additional experience may be substituted for the required education.

Certificates, Licenses, and Registrations

Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance

Must be able to be insured by the County's Insurance carrier

Knowledge, Skills, and Abilities

Knowledge of department policies and procedures

Knowledge of employee benefits programs and insurances offered by Hidalgo County

Knowledge of federal, state, and local regulations, rules, and laws applicable to County benefit programs

Knowledge of health insurance industry rating practices and coverage plans, including indemnity plans, health maintenance organizations, preferred provider organizations and self-funded plans

Ability to plan, coordinate and administer the County health benefits program and coordinate activities as needed

Ability to evaluate insurance programs and their components to determine the impact on the County benefit package

Ability to interpret health benefit program rules, regulations, policies, and procedures

Skill in selecting, supervising and evaluating the work of assigned staff

Solid knowledge of insurance laws

Ability to write routine reports and correspondence

Ability to speak effectively and make presentations to small and large groups'

Maintain and update insurance caseload and databases

Respond in a timely manner to questions, concerns, or requests from employees regarding insurance enrollments or deletions; Work independently in the absence of supervision

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-2202-419-50-115-065-0

AI - 21218

DBM - W/C Division

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0008	113	CLAIMS INVESTIGATOR II	13	1	46,747.00	46,747.00	46,747.00	360.00	0.00	0.00	0.00	0.00	47,107.00
0009	113	WC SPECIALIST II	11	3	42,884.00	42,884.00	42,884.00	840.00	0.00	0.00	0.00	0.00	43,724.00
0010	113	WC SPECIALIST I	9	1	34,360.00	34,360.00	34,360.00	360.00	0.00	0.00	0.00	0.00	34,720.00
0011	113	WC SPECIALIST I	9	1	34,360.00	34,360.00	34,360.00	540.00	0.00	0.00	0.00	0.00	34,900.00
		CREATE THE FOLLOWING: ↓											
0012	**113**	**CLAIMS INVESTIGATOR II**	**13**	**7**	**56,563.00**	**56,563.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					158,351.00	158,351.00	158,351.00	2,100.00	0.00	0.00	0.00	0.00	160,451.00

1. Approval to create one (1) regular full-time Claims Investigator II position, slot no. 0012, grade level 13.

2. Approval to transfer-in employee no. 29211 (from DBM- Budget Division) to slot no. 0012.
Personnel actions pending CC approval.

AI-21220 **19.D.2.**

DBM - Budget Division - Deletion/ Creation of position (s)

CC REGULAR

Date:	05/18/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

DBM - Budget Division (1100):
a. Approval to delete one (1) regular full-time Economic Development Planner I position, slot no. 0019, grade level 14.
b. Approval to create one (1) regular full-time Budget Analyst I position, slot no. 0029, grade level 10.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed Budget Analyst I position and related fringe benefit expenditures available from deletion of Economic Development Planner I position.

Attachments

Link: Econ. Dev. planner I - Job Des.

Link: Budget Analyst I - Job Des.

Link: fiscal note

Link: revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/14/2010 04:19 PM	APRV
2	Purchasing Department	Angela Garcia	05/14/2010 04:25 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/14/2010 05:45 PM	APRV
4	Budget & Management		05/14/2010 05:49 PM	NEW

Form Started By: Sylvia Solis Started On: 05/14/2010 12:57 PM

Final Approval Date: 05/14/2010

ECONOMIC DEVELOPMENT PLANNER I

GRADE: 14

GENERAL DESCRIPTION

Performs (entry-level) economics work. Work involves conducting economic studies and analyses and collecting economic information. Assist in obtaining planning, data, and policy analysis and community organizing around issues of Regional Economic Development that will guide the formulation of a Countywide Comprehensive Economic Development Strategy. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Assists in collecting and maintaining information on current and projected changes in economic activity

Prepares economic and demographic statistics for analysis

Makes statistical computations on economic and demographic indicators for specified economic areas

Conducts studies, deduces facts to findings, makes recommendations, and prepares reports

Conducts economic impact analyses, applying mathematical models and statistical techniques

Assists with the planning, organizing, and coordinating of economic programs and activities

May develop and conduct presentations

Collects, organizes, and analyzes data required in the development of plans or programs

Participates in technical, policy, and interagency planning meetings

Reviews and evaluates planning material for contractual compliance

Assists in developing procedures for implementing plans or programs and for measuring progress

Assists with preparing and monitoring performance measures

Prepares reports

Researches federal and state regulations

Consults and communicates with other departments, agencies, and civic groups

Conduct Strengths, Weakness, Opportunities, and Threats Analysis

Develop and maintain a comprehensive list of economic development organizations/associations

Develop and conduct community and business surveys

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience in planning, economic research, analysis work, or related experience. Graduation from an accredited four year college or university with a Bachelor's in Business or Public Administration, Economics, or related field. Master's Degree in Business Administration or Public Administration preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of economic principles, techniques, and procedures

Knowledge of government organization and administration; and of principles, objectives, and procedures of governmental planning and programming

Skill in performing statistical computations

Ability to prepare and analyze statistics and other economics data, to prepare reports, and to train others

Demonstrated policy, planning and analysis experience

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

BUDGET ANALYST I

GRADE: 10

GENERAL DESCRIPTION

Performs routine (journey-level) budget preparation and analysis work. Work involves collecting, organizing, and summarizing information relevant to activities of the budget and program staff; and developing, monitoring, and adjusting budgets; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides advice and assistance concerning budget, funding procedures and methods

Collects, analyzes, and reports data that supports alternative solutions to budget and management problems

Maintains trend data and prepares graphs, reports, and forecasts

Studies impact of regulations and laws on agency policies and budget and makes recommendations

Reviews budgets for accuracy and recommends adjustments for more effective use of funds

Assists in the preparation of biennial legislative appropriations requests

Assists in the preparation of budget briefs to provide management with expenditure data, trends, and recommendations

Assists in the preparation, update, and publication of reports and manuals

Assists in reviewing, evaluating, and preparing requests for funds

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year of experience in accounting, auditing, finance, budget preparation and/or analysis work; Graduation from an accredited four-year college or university with major course work in accounting, finance, business or public administration, or a related field is generally preferred. Education and experience may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of accounting, budgetary, and management principles, practices, and procedures; of forecasting methodologies; and of automated accounting, budgeting, and forecasting programs

Ability to analyze fiscal management information, to determine appropriate use of funds, and to perform statistical analysis

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21220

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, May 18, 2010

Summary of request/proposal:
DBM - Budget Division:
1. Approval to delete one (1) regular full-time Economic Development Planner I position, slot no. 0019, grade level 14.
2. Approval to create one (1) regular full-time Budget Analyst I position, slot no. 0029, grade level 10.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	ECONOMIC DEVELOPMENT PLANNER I	0019	113	14	5	57,876.00	0.00	(57,876.00)
1100	BUDGET ANALYST I	0029	113	10	1	0.00	37,109.00	37,109.00
					TOTAL:	57,876.00	37,109.00	(20,767.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-14-115-001-0- 113	DBM - BUDGET DIVISION -	REG F/T EMPLOYEES	($13,049.00)
0-1100-415-14-115-001-0- 211	DBM - BUDGET DIVISION -	HEALTH INSURANCE	
0-1100-415-14-115-001-0- 212	DBM - BUDGET DIVISION -	LIFE INSURANCE	
0-1100-415-14-115-001-0- 220	DBM - BUDGET DIVISION -	FICA	($998.25)
0-1100-415-14-115-001-0- 230	DBM - BUDGET DIVISION -	RETIREMENT	($1,242.26)
0-1100-415-14-115-001-0- 250	DBM - BUDGET DIVISION -	UNEMPLOYMENT COMP	($65.24)
0-1100-415-14-115-001-0- 260	DBM - BUDGET DIVISION -	WORKER'S COMP	
		2010 Budgetary Impact	($15,354.75)

2011 Budgetary Impact: ($24,530.51)

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

COST SAVINGS

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-14-115-001-0

AI - 21220

DBM - Budget Division

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	BUDGET OFFICER				91,728.00	91,728.00	420.00	0.00	0.00	0.00	0.00	92,148.00
0002	113	DIRECTOR BDGT MNGT DIVISION	18	1	68,687.00	68,687.00	68,687.00	720.00	0.00	0.00	0.00	0.00	69,407.00
0003	113	DIRECTOR STRTGC PLNNNG DVSN	18	1	68,687.00	68,687.00	68,687.00	300.00	0.00	0.00	0.00	0.00	68,987.00
0004	113	SENIOR BUDGET ANALYST	15	1	54,526.00	54,526.00	54,600.00	0.00	0.00	0.00	0.00	0.00	54,600.00
0005	113	SENIOR PLANNING ANALYST	15	1	54,526.00	54,526.00	54,600.00	360.00	0.00	0.00	0.00	0.00	54,960.00
0006	113	PLANNING ANALYST II	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0007	113	BUDGET ANALYST II	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0008	113	PUBLIC INFORMATION OFFICER	12	1	43,284.00	43,284.00	43,680.00	0.00	0.00	0.00	0.00	0.00	43,680.00
0009	113	BUDGET ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0011	113	BUDGET ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0012	113	COMM COURT AGENDA COORD	10	3	39,707.00	39,707.00	39,707.00	480.00	0.00	0.00	0.00	0.00	40,187.00
0014	113	BUDGET CLERK II	8	2	32,929.00	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0015	113	BUDGET CLERK I	6	4	30,141.00	30,141.00	30,600.00	420.00	0.00	0.00	0.00	0.00	31,020.00
~~0019~~	~~113~~	**DELETE THE FOLLOWING:** ↓ ~~ECONOMIC DVLPMNT PLANNER I~~	~~14~~	~~5~~	~~57,555.00~~	~~57,555.00~~	~~57,876.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~57,876.00~~
0020	113	BUDGET CLERK II	8	2	32,929.00	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0021	113	BUDGET ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0022	113	PLANNING ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0023	113	PLANNING ANALYST I	10	4	41,006.00	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0024	113	BUDGET ANLAYST III	14	1	50,487.00	50,487.00	50,487.00	300.00	0.00	0.00	0.00	0.00	50,787.00
0025	113	PLANNING ANALYST III	14	1	50,487.00	50,487.00	50,487.00	420.00	0.00	0.00	0.00	0.00	50,907.00
0026	113	BUDGET CLERK I	6	3	29,186.00	29,186.00	29,615.00	360.00	0.00	0.00	0.00	0.00	29,975.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-14-115-001-0

AI - 21220

DBM - Budget Division

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	ECONOMIC DVLPMNT PLANNER II	16	7	71,254.00	71,254.00	71,254.00	0.00	0.00	0.00	5,400.00	0.00	76,654.00
0028	113	ECONOMIC DVLPMNT PLANNER I	14	1	50,487.00	50,487.00	50,487.00	0.00	0.00	0.00	0.00	0.00	50,487.00
		CREATE THE FOLLOWING: ↓											
0029	**113**	**BUDGET ANALYST I**	**10**	**1**	**37,109.00**	**37,109.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					1,066,609.00	1,158,337.00	1,122,981.00	3,780.00	0.00	0.00	5,400.00	0.00	1,132,161.00

1. Approval to delete one (1) regular full-time Economic Development Planner I position, slot no. 0019, grade level 14.

2. Approval to create one (1) regular full-time Budget Analyst I position, slot no. 0029, grade level 10.

All personnel actions pending CC approval.

AI-21230 **19.D.3.**

Revised Salary Schedule

CC REGULAR

Date:	05/18/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	TX. Agrilife Extension Services
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

TX Agrilife Extension Services (1100):
Approval of revised salary schedule. (REF: AI 21138 / 15.A - CC 05/11/10)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact. (REF: AI 21138 / 15.A - CC 05/11/10)

Attachments

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	05/14/2010 04:46 PM	APRV
2	Purchasing Department	Angela Garcia	05/14/2010 04:58 PM	APRV
3	Sylvia Solis	Sylvia Solis	05/14/2010 05:08 PM	APRV
4	Budget & Management	Erika Zamora	05/14/2010 05:10 PM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 05:35 PM	APRV

Form Started By: Rosie Cantu Started On: 05/14/2010 04:41 PM

Final Approval Date: 05/14/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-461-00-380-001-0

AI - 21138

TX AGRILIFE EXT.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETE THE FOLLOWING: ↓											
~~0001~~	~~113~~	~~ADMINISTRATIVE ASSISTANT III~~	~~8~~	~~1~~	~~31,815.00~~	~~31,815.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0002	113	4H YOUTH OUTREACH COORD	7	5	33,582.00	33,582.00	33,790.00	300.00	0.00	0.00	2,873.00	0.00	36,963.00
0003	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	30,141.00	30,141.00	0.00	0.00	0.00	0.00	0.00	30,141.00
0004	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	30,141.00	30,141.00	840.00	0.00	0.00	0.00	0.00	30,981.00
A005	113	COORDINATOR				0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	0.00
A006	113	C E A-FCS				0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	0.00
0007	113	FML & CNSMR SCNC PRG ASST	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	2,873.00	0.00	26,042.00
A008	113	CEA-FR				0.00	0.00	0.00	0.00	20,475.00	4,838.00	0.00	0.00
A009	113	C E A-HORTICUL				0.00	0.00	0.00	0.00	20,475.00	0.00	0.00	0.00
A010	113	C E A - 4-H				0.00	0.00	0.00	0.00	17,195.00	0.00	0.00	0.00
	113 ↓												
0011	~~**114**~~	**CLERK I**	**1**	**5**	**21,164.00**	**21,164.00**	**21,164.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**21,164.00**
		CREATE THE FOLLOWING: ↓											
0012	**113**	**ADMINISTRATIVE ASSISTANT II**	**6**	**1**	**27,276.00**	**27,276.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					197,288.00	**197,288.00**	**138,405.00**	1,140.00	0.00	107,881.00	20,260.00	0.00	**145,291.00**

1. Approval to delete one (1) regular full-time Administrative Asst. III position, slot #0001, grade level 08.
2. Approval to create one (1) regular full-time Administrative Asst. II position, slot #0012, grade level 06.
3. Approval to change one (1) Clerk I position, slot #0011 from regular part-time status to regular full-time work status, grade level 01, effective next full pay period (05/24/10).

All Personnel actions pending CC approval.

AI-21226 **19.D.4.**

Position and Employee Transfers

CC REGULAR

Date:	05/18/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Emergency Services/ Fire Marshall
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Fire Marshall/ Emergency Services (1100)
a. Approval to rename the Hidalgo County Division of Emergency Services to the Emergency Management Division and the Fire Marshal Department.
b. Approval of position and employee transfers as follows(Effective 05/24/10):

		From		To	
Position Title	Employee No.	Slot	Dept.	Slot	Dept.
Fire Marshal	138126	007	300-023 Emergency Mgmt Div.	001	300-001 Fire Marshal Dept.
Emergency Services Director	009377	001	300-001 Fire Marshal Dept	007	300-023 Emergency Mgmt Div.

c. Approval of interdepartmental transfer.
d. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

Attachments

Link: EM revised salary schedule

Link: interdept. transfer

Link: FM revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	05/14/2010 05:24 PM	APRV
2	Purchasing Department	Angela Garcia	05/14/2010 05:25 PM	APRV
3	Rosalinda Cantu (Originator)	Rosie Cantu	05/14/2010 05:33 PM	APRV
4	Budget & Management	Erika Zamora	05/14/2010 05:34 PM	APRV
5	Auditor's Office	Linda Fong	05/14/2010 05:36 PM	APRV
6	Dina Trevino		05/14/2010 05:49 PM	PEND

Form Started By: Rosie Cantu Started On: 05/14/2010 02:24 PM

Final Approval Date: 05/14/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-429-00-300-023-0

AI - 21226

EMERGENCY MANAGEMENT DIVISION

↓

~~**EMERGENCY SRVS - EM**~~

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	DEPUTY EMRGNC MNGT COORD II	13	2	48,383.00	48,383.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
0003	113	DEPUTY EMRGNC MNGT COORD II	13	2	48,383.00	48,383.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
0004	113	DEPUTY EMRGNC MNGT COORD II	13	2	48,383.00	48,383.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
0005	113	EXECUTIVE ASSISTANT I	11	1	40,078.00	40,078.00	40,404.00	0.00	0.00	0.00	0.00	0.00	40,404.00
0006	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	35,157.00	35,175.00	1,200.00	0.00	0.00	0.00	0.00	36,375.00
	112	**EMERGENCY SERVICES DIRECTOR**				**76,440.00**	**76,440.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**76,440.00**
	↓	↓				↓	↓						↓
0007	~~**113**~~	~~**FIRE MARSHALL**~~				~~**70,980.00**~~	~~**70,980.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**0.00**~~	~~**70,980.00**~~
				TOTAL	220,384.00	367,804.00	370,419.00	1,200.00	0.00	0.00	0.00	0.00	371,619.00

a. Approval to rename the Hidalgo County Division of Emergency Services to the Emergency Management Division and the Fire
b. Approval of position and employee transfers (Effective 05/24/10)

*****PERSONNEL ACTIONS ABOVE, PENDING CC APPROVAL AND SUBMITTAL/ PROCESSING OF EMPLOYEE CHANGE OF STATUS FORMS.**

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: May 17, 2010

2010
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR FIRE MARSHAL/ EMERG. MGMT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-429-00-300-023-0-113	EMERGENCY MANAGEMENT-REG FULL TIME	(40,950.00)
0-1100-422-10-300-001-0-112	FIRE MARSHAL- DEPT HEAD	(44,100.00)
0-1100-422-10-300-001-0-220	FIRE MARSHAL FICA	(240.98)
0-1100-422-10-300-001-0-230	FIRE MARSHAL RETIREMENT	(284.13)
0-1100-422-10-300-001-0-250	FIRE MARSHAL UNEMPLOYMENT COMP	(15.75)
TO:		
0-1100-422-10-300-001-0-113	FIRE MARSHAL- REG FULL TIME	40,950.00
0-1100-429-00-300-023-0-112	EMERGENCY MANAGEMENT- DEPT HEAD	44,100.00
0-1100-429-00-300-023-0-220	EMERGENCY MANAGEMENT- FICA	240.98
0-1100-429-00-300-023-0-230	EMERGENCY MANAGEMENT- RETIREMENT	284.13
0-1100-429-00-300-023-0-250	EMERGENCY MANAGEMENT- UNEMPLOYMENT COMP	15.75
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental Transfer to fund salary and related fringe benefits expenditures for the transfer of positions between the Fire Marshal and Emergency Management Division.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-202

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-422-10-300-001-0

AI - 2

FIRE MARSHAL DEPT.

~~**EMERGENCY SRVS - FM**~~

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances				
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
	113	**FIRE MARSHAL**				**70,980.00**	**70,980.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0001	~~112~~	~~EMERGENCY SERVICES DIRECTOR~~				~~76,440.00~~	~~76,440.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0002	113	DEPUTY FIRE MARSHAL	10	3	39,707.00	39,707.00	39,728.00	0.00	0.00	0.00	0.00	0.00
0003	113	DEPUTY FIRE MARSHAL	10	3	39,707.00	39,707.00	39,727.00	0.00	0.00	0.00	0.00	0.00
0004	113	DEPUTY FIRE MARSHAL	10	3	39,707.00	39,707.00	39,727.00	360.00	0.00	0.00	0.00	0.00
0005	113	DEPUTY FIRE MARSHAL	10	3	39,707.00	39,707.00	39,727.00	0.00	0.00	0.00	0.00	0.00
0006	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	31,096.00	31,096.00	0.00	0.00	0.00	0.00	0.00
0007	113	CLERK III	5	2	26,140.00	26,140.00	26,485.00	0.00	0.00	0.00	0.00	0.00
		TOTAL			216,064.00	292,504.00	292,930.00	360.00	0.00	0.00	0.00	0.00

a. Approval to rename the Hidalgo County Division of Emergency Services to the Emergency Management Divisio Fire Marshal Department.
b. Approval of position and employee transfers (Effective 05/24/10)

*****PERSONNEL ACTIONS ABOVE, PENDING CC APPROVAL AND SUBMITTAL/ PROCESSING OF EMPLOYEE CH/ STATUS FORMS.**

1226

2010 ACTUAL TOTAL COMPENSATION
70,980.00
~~76,440.00~~
39,728.00
39,727.00
40,087.00
39,727.00
31,096.00
26,485.00
293,290.00

on and the

ANGE OF

AI-21191 **20.A.4.**

Old Administration 3rd Floor Renovation Doors and Frames -Approval of Contract to Valtex

CC REGULAR

Date:	05/18/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of contract document (awarded by C.C. on 04/20/10) for: "Hidalgo County-Doors and Frames for Old Administration Building Renovations" between Hidalgo County and Valtex Insulation Co. (C-10-020A-04-20).

BACKGROUND

Draft document forwarded to legal counsel for review and form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

Available funds as of 05/14/10. Purchases on an as needed basis. Esitmated cost $39,940.00

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2010 01:36 PM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 01:43 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/14/2010 02:23 PM	APRV
4	Auditor's Office		05/14/2010 05:49 PM	PEND

Form Started By: Moises Salazar Started On: 05/12/2010 02:47 PM

Final Approval Date: 05/14/2010

REQUIREMENTS AGREEMENT
C-10-020A-04-20

THIS AGREEMENT (the "Agreement") is entered between **Valtex Insulation Co., a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" –Doors and Frames for Old Administration Building 3rd Floor Renovations,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products"); and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer for **"Hidalgo County – Doors and Frames for Old Administration Building 3rd Floor Renovations"** an **HIDALGO COUNTY** project for a period commencing upon issuance of a purchase order and shall terminate upon completion and acceptance of project by Hidalgo County. It is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so

as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Valtex Insulation Co.
Attn: Jessica Padilla
825 E. Alberta Rd.
Edinburg, TX 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed,

at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage's 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____

Date:_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
Valtex Insulation, Co.

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT “A”

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 22, 2010

Re: HIDALGO COUNTY
Request for Bids - "Doors and Frames for Old Administration Building 3rd Floor Renovations" (Bid No.: 2010-020A-03-10-MSS)

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY
"Doors and Frames for Old Administration Building 3rd Floor Renovations"
BID NO. 2010-020A-03-10-MSS

1. **Request for Bid Letter consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A"- Specifications, consisting of __6__pages.**

4. **Exhibit "B"- Bid Form, consisting of__10__pages.**
   (Must be submitted with bid)

5. **Exhibit "C"- Insurance Requirements, consisting of ___4___ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ pages.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of __6__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment, consisting of __1__ pages.**
   (Must be submitted with bid)

9. **Draft Requirements Agreement, consisting of __4__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 22, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-020A-03-10-MSS	Buyer: Moises Salazar	Tel. No: (956) 292-7000 Ext. 4863

REQUEST FOR BIDS

HIDALGO COUNTY
"Doors and Frames for Old Administration Building 3rd Floor Renovations"

BID OPENING DATE:
March 10, 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 – DOORS AND FRAMES FOR OLD ADMINISTRATION BUILDING 3RD FLOOR RENOVATIONS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2010-020A-03-10-MSS- HIDALGO COUNTY – DOORS AND FRAMES FOR OLD ADMINISTRATION BUILDING 3RD FLOOR RENOVATIONS"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MARCH 10, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-020A-03-10-MSS-HIDALGO COUNTY-DOORS AND FRAMES FOR OLD ADMINISTRATION BUILDING 3RD FLOOR RENOVATIONS."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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–DOORS AND FRAMES FOR OLD ADMINISTRATION BUILDING 3RD FLOOR RENOVATIONS"** 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
2802 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

17. SCHEDULE OF EVENTS

Pre-Bid Conference, 2:00 PM	MARCH 3 **, 2010**
Bid Opening, 9:30 AM	**MARCH 10, 2010**

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the

date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the

event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"DOORS AND FRAMES FOR OLD ADMINISTRATION BUILDING 3RD FLOOR RENOVATIONS"
BID NO.: 2010-020A-03-10-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"Door and Frames for Old Administration Building 3rd Floor Renovations"
BID NO: 2010-020A-03-10-MSS
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

GENERAL REQUIREMENTS

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County is seeking sealed bids for: "**Doors and Frames for Old Administration Building 3rd Floor Renovations**" from a qualified vendor, to include but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition.

2. 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.

3. **AWARD:** Award of bid shall be made to the most responsible, responsive bidder, whose offer is determined to meet all specifications and to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

4. **PAYMENT:** Payment will be made within 30 days upon arrival, inspection and approval, and receipt of an itemized invoice. Invoice must contain proper title documentation including but not limited to project title, purchase order number, and itemization as per bid submitted for items/price auditing purposes. Submittal of invoices with incomplete information will cause a delay on payment.

5. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

6. Hidalgo County reserves the right to purchase from state contracts whenever it is in the best interest to do so.

SPECIFICATIONS:

ITEMS MUST BE DELIVERED FOB 100 E. CANO 3RD FLOOR, EDINBURG TX.

Door installation will be done by County.

Door Hanging Option:
An option for door hanging by vendor will be considered. Where the awarded vendor will be responsible: for picking up doors from County Old Administration Building, attach door to frame as specified, and deliver door attached to frame back to the county.

WOOD DOORS/FRAMES
Material: **Ash**, unless otherwise specified.
Fire Rate: Unless otherwise specified on the Door/Frames Specifications List, frames for wood Doors do not have to be rated. Since this floor has a fire sprinkler system, the corridors and door hardware can be non-rated.

GLAZED SIDELIGHTS:
Frames Bid price should include Sidelight glass. The glass next to the doors does not have to be rated. As a minimum, it is required clear safety glass for top and bottom portions of sidelights.

Door/Frames Specifications

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME
1	Main office entrance (as per attached drawings): Lockable Aluminum Frame Double Doors – Two (2) Style A doors –Fire Rated, Clear Glass: Tempered, Very light smoke	6' W x 7' H	DD		2, 1'-2 ¾" x 8' 3 ½"	8' -5 ½ " x 8'-3 ½ "	Y	Y
2	Existing Door/Frame, Fire Rated (Men's RR)	N/A	B	N/A	N/A	N/A	N	N
3	Existing Door/Frame, Fire Rated (Women's RR)	N/A	B	N/A	N/A	N/A	N	N
4	Existing Door/Frame, (Janitors Room)	N/A	C	N/A	N/A	N/A	N	N
5	Existing Door/Frame, Fire Rated (Mechanical Room)	N/A	B	N/A	N/A	N/A	N	N
6	Single Left. Need Door and Frame; (Waiting Area to Secretary)	3070	C	4 ¾	N/A	85 ¼ " x 54"	Y	Y
7	Eliminated - Not to be ordered	N/A	E	N/A	N/A	N/A	N	N
8	Existing Door, Single Left, Hallway, (Secretary to Hall, solid wood).	3070	E	4 ¾	N/A	1 ¼ x 4 ¾	N	Y
9	Single Right, Need Door. Need Frame with sidelight. (Office)	3070	C	4 ¾	1' 2" x 7' 0"	1 ¼ x 4 ¾	Y	Y

Door/Frames Specifications

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME
10	Single Right, Existing, Not to be ordered. (IT Room)	N/A	C	N/A	N/A	N/A	N	N
11	Single Left. We have door. Need Frame with Side Light. **White pine wood.** (Office)	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
12	Single Left. We have door. Need Frame with Side Light (office).	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
13	Single Right. We have door. Need Frame with Side Light (Office).	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
14	Single Right. We have door. Need Frame with Side Light (Office)	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
15	Lockable, Single Right. Solid Wood Core Door with Frame. Door will have a tempered glass (style rain) view panel, size (5" x 28"). Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 36"	Y	Y
16	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
17	Single Right. We have door. Need Frame with Side Light (office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
18	Single Left. We have door. Need frame with Side Light (office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
19	Single Left. We have door. Need Frame with Side Light (Work Room).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
20	Single Left. Door with frame (Men's Rest Room).	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y
21	Single Right. Door with frame. (Janitor's Closet)	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y
22	Single Right. Door with frame. (Women's Rest Room)	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y
23	Single Left. Door with frame (Storage Room)	2070	D	4 ¾	N/A	85 ¼ " x 24"	Y	Y
24	Single Right. Lockable, Solid Core Door with Frame, 144 in ^{2} Max, wire glass.	3070	F	5 ¼	N/A	85 ¼ " x 54"	Y	Y
25	Single Left. We have door. Need Frame with Side Light, Clear wire glass (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
26	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
27	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y

Door/Frames Specifications

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME
28	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
29	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
30	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
31	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
32	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
33	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
34	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
35	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
36	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
37	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
38	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	6 1/8	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
39	Single Right. Need door. Need Frame with Side Light (Office next to Stair #1).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	Y	Y
40	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
41	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	5 ½	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
42	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y
43	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y
44	Single Right. We have door. Frame with Side Light (Conference Room).	3070	C	5 ½	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y

Door/Frames Specifications

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME
45	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y
46	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y
47	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
48	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
49	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
50	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
51	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
52	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
53	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
54	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
55	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
56	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
57	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
58	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
59	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
60	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
61	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y

Door/Frames Specifications

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME
62	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
63	Single Right. We have door. Need Frame with Side Light (Reception).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y
64	Single Left, Fire Rated Existing Door; (Stairs #2)	3070		4 ¾	N/A	85 ¼ " x 54"	N	N
65	Single Right, Fire Rate Existing Door; (Stairs #1)	3070		4 ¾	N/A	85 ¼ " x 54"	N	N
66	Open Storage Area, No Door Necessary; Need Casing	N/A		4 ¾	N/A	85 ¼ " x 54"	N	Y

-For requested Fire Rated Doors/Frames: **One Hour Fire Rated.**

*DOOR TYPE:
DD= Double Door, Two Style A Doors (Aluminum/ Clear Glass Tempered)
C= Solid Door, No Viewing glass.
E= Solid Door with 20" x 28" viewing clear/wire glass.
F= Solid Door with 3" x 28" viewing clear/wire glass.

ADDITIONAL ITEMS

	DESCRIPTION	QTY
	HINGES: Commercial stainless steel hinges.	138

ADDITIONAL CONDITIONS AND REQUIREMENTS:

Further information required for this project can be addressed to, Moises Salazar, Buyer II, Hidalgo County Purchasing Department (956) 318-2626 or e-mail: moises.salazar@co.hidalgo.tx.us. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PRE-BID CONFERENCE: A NONE MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE HIDALGO COUNTY PURCHASING DEPARTMENT 2802 S. BUSINESS HWY 281, ON Wednesday, March 3, 2010, AT 2:00 PM.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 3, 2010, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **Friday, March 5, 2010 5:00 P.M.**

Hidalgo County
"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"
BID PAGE

-PROVIDE PRICING FOR EACH ITEM AS PER SPECIFICATIONS:
Side light glass must be included with Frames. (Pricing not required on shaded areas)

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)		BID PRICE	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	DOOR	FRAME
1	Main office entrance (as per attached drawings): Lockable Aluminum Frame Double Doors – Two (2) Style A doors –Fire Rated, Clear Glass: Tempered, Very light smoke	6' W x 7' H	DD		2, 1'-2 ¾ " x 8' 3 ½ "	8' -5 ½ " x 8'-3 ½ "	Y	Y		
2	Existing Door/Frame, Fire Rated (Men's RR)	N/A	B	N/A	N/A	N/A	N	N		
3	Existing Door/Frame, Fire Rated (Women's RR)	N/A	B	N/A	N/A	N/A	N	N		
4	Existing Door/Frame, (Janitors Room)	N/A	C	N/A	N/A	N/A	N	N		
5	Existing Door/Frame, Fire Rated (Mechanical Room)	N/A	B	N/A	N/A	N/A	N	N		
6	Single Left. Need Door and Frame; (Waiting Area to Secretary)	3070	C	4 ¾	N/A	85 ¼ " x 54"	Y	Y		
7	Eliminated - Not to be ordered	N/A	E	N/A	N/A	N/A	N	N		
8	Existing Door, Single Left, Hallway, (Secretary to Hall, solid wood).	3070	E	4 ¾	N/A	1 ¼ x 4 ¾	N	Y		
9	Single Right, Need Door. Need Frame with sidelight. (Office)	3070	C	4 ¾	1' 2" x 7' 0"	1 ¼ x 4 ¾	Y	Y		

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		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	DOOR	FRAME
10	Single Right, Existing, Not to be ordered. (IT Room)	N/A	C	N/A	N/A	N/A	N	N		
11	Single Left. We have door. Need Frame with Side Light. **White pine wood.** (Office)	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
12	Single Left. We have door. Need Frame with Side Light (office).	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
13	Single Right. We have door. Need Frame with Side Light (Office).	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
14	Single Right. We have door. Need Frame with Side Light (Office)	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
15	Lockable, Single Right. Solid Wood Core Door with Frame. Door will have a tempered glass (style rain) view panel, size (5" x 28"). Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 36"	Y	Y		
16	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
17	Single Right. We have door. Need Frame with Side Light (office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
18	Single Left. We have door. Need frame with Side Light (office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		

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Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)		BID PRICE	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	DOOR	FRAME
19	Single Left. We have door. Need Frame with Side Light (Work Room).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
20	Single Left. Door with frame (Men's Rest Room).	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y		
21	Single Right. Door with frame. (Janitor's Closet)	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y		
22	Single Right. Door with frame. (Women's Rest Room)	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y		
23	Single Left. Door with frame (Storage Room)	2070	D	4 ¾	N/A	85 ¼ " x 24"	Y	Y		
24	Single Right. Lockable, Solid Core Door with Frame, 144 in ^{2} Max, wire glass.	3070	F	5 ¼	N/A	85 ¼ " x 54"	Y	Y		
25	Single Left. We have door. Need Frame with Side Light, Clear wire glass (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
26	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
27	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
28	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		

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Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)		BID PRICE	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	DOOR	FRAME
29	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
30	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
31	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
32	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
33	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
34	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
35	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
36	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
37	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y		
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Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)			BID PRICE	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME		DOOR	FRAME
39	Single Right. Need door. Need Frame with Side Light (Office next to Stair #1).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	Y	Y			
40	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
41	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	5 ½	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
42	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			
43	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			
44	Single Right. We have door. Frame with Side Light (Conference Room).	3070	C	5 ½	1'2" x 7'0"	85 ¼ " x 54"	N	Y			

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		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	DOOR	FRAME
45	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y		
46	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y		
47	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
48	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
49	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
50	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
51	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
52	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		

Hidalgo County
"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"

BID PAGE

-PROVIDE PRICING FOR EACH ITEM AS PER SPECIFICATIONS:
Side light glass must be included with Frames. (Pricing not required on shaded areas)

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)		BID PRICE	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	DOOR	FRAME
53	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
54	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
55	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
56	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
57	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
58	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
59	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
60	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
61	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
62	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		

Hidalgo County
"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"
BID PAGE

-PROVIDE PRICING FOR EACH ITEM AS PER SPECIFICATIONS:
Side light glass must be included with Frames. (Pricing not required on shaded areas)

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)		BID PRICE	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	DOOR	FRAME
63	Single Right. We have door. Need Frame with Side Light (Reception).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y		
64	Single Left, Fire Rated Existing Door; (Stairs #2)	3070		4 ¾	N/A	85 ¼ " x 54"	N	N		
65	Single Right, Fire Rate Existing Door; (Stairs #1)	3070		4 ¾	N/A	85 ¼ " x 54"	N	N		
66	Open Storage Area, No Door Necessary; Need Casing	N/A		4 ¾	N/A	85 ¼ " x 54"	N	Y		
								Total Amount:		

-For requested Fire Rated Doors/Frames: **One Hour Fire Rated.**

*DOOR TYPE:
DD= Double Door, Two Style A Doors (Aluminum/ Clear Glass Tempered)
C= Solid Door, No Viewing glass.
E= Solid Door with 20" x 28" viewing clear/wire glass.
F= Solid Door with 5" x 28" viewing clear/wire glass.

Hidalgo County
"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"

BID PAGE

-PROVIDE PRICING FOR EACH ITEM AS PER SPECIFICATIONS:
Side light glass must be included with Frames. (Pricing not required on shaded areas)

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)			BID PRICE	
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME		DOOR	FRAME

ADDITIONAL ITEMS

	DESCRIPTION	QTY		UNIT PRICE	TOTAL
1.	**HINGES:** Commercial stainless steel hinges.	138			
2.	**WOOD FRAME-DOOR HANGING OPTION** (Price per each)				

Hidalgo County
"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"

BID PAGE

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____**Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

draft

REQUIREMENTS AGREEMENT
C-10-020-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "_____," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period_____; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "_____" "in the areas of **HIDALGO COUNTY** projects for a period of_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or

provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage's 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.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____

Date:_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

PURCHASING DEPARTMENT
County Of Hidalgo

March 9, 2010

RE: ADDENDUM NO.1
FOR PROJECT No.:2010-020A-03-10-MSS
Hidalgo County- "Doors and Frames for Old Administration Building 3rd Floor Renovations"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1** in connection with **Hidalgo County** -request for Sealed Quotes/Proposals for: **"Doors and Frames for Old Administration Building 3rd Floor Renovations"** Please add this **ADDENDUM NO. 1** to your procurement packet, so as to permit your company to submit a complete proposal. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Wednesday, March 10, 2010 at 9:00 AM via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **Hidalgo County - "Doors and Frames for Old Administration Building 3rd Floor Renovations"**
Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

March 9, 2010
Hidalgo County
"Doors and Frames for Old Administration Building 3rd Floor Renovations"
RFP No.: 2010-020A-03-10-MSS

BID OPENING EXTENDED DATE

NOTE FOLLOWING CHANGES:

1. **SEALED BIDS DUE DATE HAS BEEN EXTENDED**:

   SEALED BIDS MUST BE SUBMITTED ON OR BEFORE:

   WEDNESDAY, MARCH 24, 2010.

2. Change Frames material from Ash to White Pine Wood.
3. Wood doors to be supplied must be Birch Doors to match existing doors.
4. Door handles: Commercial Grade 2 Lever Locks and Non-Lock, complete sets to be installed on all doors as specified.
5. Frame Door Hanging: All doors are to be hanged on frames by awarded Vendor. Commercial Hardware must be included.
6. REPLACE Exhibit B with attached "Revised Exhibit B". Provide price for complete frame/door unit. complete set (turnkey).
7. Copies of floor plans are available upon request.
8. Door List –Item No. 23 –Type D door description: Solid core wood.

I, _____, acknowledge receipt of ADDENDUM NO. **1** dated, March 9, **2010**, for RFP-**2010-020A-03-10-MSS** - **"Doors and Frames for Old Administration Building 3rd Floor Renovations"**

_____ _____

Printed Vendor Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"
REVISED -BID PAGE

-COMPLETE UNITS TURN KEY PRICE MUST BE AS SPECIFIED INCLUDING:
-Frame
-All Applicable Glass
-Door
-Commercial Hardware must be included
-Commercial Lockable and Non-Lockable Door Lever Grade 2 with all doors. Non-Lockable Levers to be provided and installed on all doors unless Lockable Lever is specified per list description.
-All wood doors must be hanged on frames.

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
1	Main office entrance (as per attached drawings): Lockable Aluminum Frame Double Doors – Two (2) Style A doors –Fire Rated, Clear Glass: Tempered, Very light smoke	6' W x 7' H	DD		2, 1'-2 ¾ " x 8' 3 ½ "	8' -5 ½ " x 8'-3 ½ "	Y	Y			
2	Existing Door/Frame, Fire Rated (Men's RR)	N/A	B	N/A	N/A	N/A	N	N			
3	Existing Door/Frame, Fire Rated (Women's RR)	N/A	B	N/A	N/A	N/A	N	N			
4	Existing Door/Frame, (Janitors Room)	N/A	C	N/A	N/A	N/A	N	N			
5	Existing Door/Frame, Fire Rated (Mechanical Room)	N/A	B	N/A	N/A	N/A	N	N			
6	Single Left. Need Door and Frame; (Waiting Area to Secretary)	3070	C	4 ¾	N/A	85 ¼ " x 54"	Y	Y			
7	Eliminated - Not to be ordered	N/A	E	N/A	N/A	N/A	N	N			
8	Existing Door, Single Left, Hallway, (Secretary to Hall, solid wood).	3070	E	4 ¾	N/A	1 ¼ x 4 ¾	N	Y			

"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
9	Single Right, Need Door. Need Frame with sidelight. (Office)	3070	C	4 ¾	1' 2" x 7' 0"	1 ¼ x 4 ¾	Y	Y			
10	Single Right, Existing, Not to be ordered. (IT Room)	N/A	C	N/A	N/A	N/A	N	N			
11	Single Left. We have door. Need Frame with Side Light. **White pine wood.** (Office)	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
12	Single Left. We have door. Need Frame with Side Light (office).	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
13	Single Right. We have door. Need Frame with Side Light (Office).	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
14	Single Right. We have door. Need Frame with Side Light (Office)	N/A	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
15	Lockable, Single Right. Solid Wood Core Door with Frame. Door will have a tempered glass (style rain) view panel, size (5" x 28"). Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 36"	Y	Y			
16	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
17	Single Right. We have door. Need Frame with Side Light (office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
18	Single Left. We have door. Need frame with Side Light (office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
19	Single Left. We have door. Need Frame with Side Light (Work Room).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
20	Single Left. Door with frame (Men's Rest Room).	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y			
21	Single Right. Door with frame. (Janitor's Closet)	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y			
22	Single Right. Door with frame. (Women's Rest Room)	3070	C	6 1/8	N/A	85 ¼ " x 54"	Y	Y			
23	Single Left. Door with frame (Storage Room)	2070	D	4 ¾	N/A	85 ¼ " x 24"	Y	Y			
24	Single Right. Lockable, Solid Core Door with Frame, 144 in ^{2} Max, wire glass.	3070	F	5 ¼	N/A	85 ¼ " x 54"	Y	Y			
25	Single Left. We have door. Need Frame with Side Light, Clear wire glass (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
26	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
27	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
28	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
29	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
30	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
31	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
32	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

EXHIBIT "B"

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
33	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
34	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
35	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
36	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
37	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
38	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	6 1/8	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
39	Single Right. Need door. Need Frame with Side Light (Office next to Stair #1).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	Y	Y			
40	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
41	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	5 ½	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
42	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			
43	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			

"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"
REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
44	Single Right. We have door. Frame with Side Light (Conference Room).	3070	C	5 ½	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
45	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			
46	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			
47	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
48	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
49	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
50	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
51	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
52	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
53	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			
54	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ " x 54"	N	Y			

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
55	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
56	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
57	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
58	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
59	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
60	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
61	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
62	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
63	Single Right. We have door. Need Frame with Side Light (Reception).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼ " x 54"	N	Y			
64	Single Left, Fire Rated Existing Door; (Stairs #2)	3070		4 ¾	N/A	85 ¼ " x 54"	N	N			
65	Single Right, Fire Rate Existing Door; (Stairs #1)	3070		4 ¾	N/A	85 ¼ " x 54"	N	N			
66	Open Storage Area, No Door Necessary; Need Casing	N/A		4 ¾	N/A	85 ¼ " x 54"	N	Y			
						Total Amount:					

"Doors and Frames for Old Administration Building 3rd Floor Renovations"
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EXHIBIT "B"
REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			

-For requested Fire Rated Doors/Frames: **One Hour Fire Rated.**

*DOOR TYPE:
DD= Double Door, Two Style A Doors (Aluminum/ Clear Glass Tempered)
C= Solid Door, No Viewing glass.
E= Solid Door with 20" x 28" viewing clear/wire glass.
F= Solid Door with 5" x 28" viewing clear/wire glass.

Bid –UNIT PRICE BREAKDOWN:	UNIT PRICE:
WOOD DOORS:	D= DD= C= E= F=
FRAME:	
FRAME WITH SIDELIGHT INCLUDING GLASS:	
COMMERCIAL DOOR HARDWARE:	
COMMERCIAL LOCKABLE LEVERS:	
COMMERCIAL NON-LOCKABLE LEVERS:	
DOOR HANGING ON FRAME:	

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

EXHIBIT "B"

REVISED -BID PAGE

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT “B”

REQUEST FOR BID

BID PAGE

Hidalgo County

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

COPY # 2

EXHIBIT "B"

REVISED -BID PAGE

-COMPLETE UNITS TURN KEY PRICE MUST BE AS SPECIFIED INCLUDING:
-Frame
-All Applicable Glass
-Door
-Commercial Hardware must be included
-Commercial Lockable and Non-Lockable Door Lever Grade 2 with all doors. Non-Lockable Levers to be provided and installed on all doors unless Lockable Lever is specified per list description.
-All wood doors must be hanged on frames.

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
1	Main office entrance (as per attached drawings): Lockable Aluminum Frame Double Doors – Two (2) Style A doors –Fire Rated, Clear Glass; Tempered, Very light smoke	6'Wx7'H	DD		2, 1'-2¾" x 8'3½"	8'-5½" x 8'-3½"	Y	Y			2,100.00
2	Existing Door/Frame; Fire Rated (Men's RR)	N/A	B	N/A	N/A	N/A	N	N			
3	Existing Door/Frame, Fire Rated (Women's RR)	N/A	B	N/A	N/A	N/A	N	N			
4	Existing Door/Frame, (Janitors Room)	N/A	C	N/A	N/A	N/A	N	N			
5	Existing Door/Frame; Fire Rated (Mechanical Room)	N/A	B	N/A	N/A	N/A	N	N			
6	Single Left. Need Door and Frame; (Waiting Area to Secretary)	3070	C	4¾	N/A	85½" x 54"	Y	Y			670.00
7	Eliminated - Not to be ordered	N/A	E	N/A	N/A	N/A	N	N			
8	Existing Door, Single Left, Hallway, (Secretary to Hall, solid wood).	3070	E	4¾	N/A	1¾ x 4¾	N	Y			560.00

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

EXHIBIT "B"

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
9	Single Right, Need Door. Need Frame with sidelight. (Office)	3070	C	4 ¾	1'2" x 7'0"	1 ¼ x 4 ¾	Y	Y			670.00
10	Single Right, Existing, Not to be ordered. (IT Room)	N/A	C	N/A	N/A	N/A	N	N			
11	Single Left. We have door. Need Frame with Side Light. **White pine wood.** (Office)	N/A	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00
12	Single Left. We have door. Need Frame with Side Light (office).	N/A	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00
13	Single Right. We have door. Need Frame with Side Light (Office).	N/A	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00
14	Single Right. We have door. Need Frame with Side Light (Office)	N/A	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00
15	Lockable, Single Right. Solid Wood Core Door with Frame. Door will have a tempered glass (style rain) view panel, size (5" x 28"). Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼" x 36"	Y	Y			785.00
16	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00
17	Single Right. We have door. Need Frame with Side Light (office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00
18	Single Left. We have door. Need frame with Side Light (office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00
19	Single Left. We have door. Need Frame with Side Light (Work Room).	3070	C	4 ¾	1'2" x 7'0"	85 ¼" x 54"	N	Y			670.00

Hidalgo County

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

EXHIBIT "B"

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
20	Single Left. Door with frame (Men's Rest Room).	3070	C	6 1/8	N/A	85 ¼ "x 54"	Y	Y			670.00
21	Single Right. Door with frame. (Janitor's Closet)	3070	C	6 1/8	N/A	85 ¼ "x 54"	Y	Y			670.00
22	Single Right. Door with frame. (Women's Rest Room)	3070	C	6 1/8	N/A	85 ¼ "x 54"	Y	Y			670.00
23	Single Left. Door with frame (Storage Room)	2070	D	4 ¾	N/A	85 ¼ "x 24"	Y	Y			680.00
24	Single Right. Lockable, Solid Core Door with Frame, 144 in ^{2} Max, wire glass.	3070	F	5 ¾	N/A	85 ¼ "x 54"	Y	Y			785.00
25	Single Left. We have door. Need Frame with Side Light, Clear wire glass (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00
26	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00
27	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00
28	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00
29	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00
30	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00
31	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00
32	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2" x 7'0"	85 ¼ "x 54"	N	Y			670.00

Hidalgo County

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

EXHIBIT "B"

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
33	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
34	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
35	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
36	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
37	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
38	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	6 1/8	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
39	Single Right. Need door. Need Frame with Side Light (Office next to Stair #1).	3070	C	4 ¾	1'2"x 7'0"	85 ¼ " x 54"	Y	Y			ELIMINATED"
40	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
41	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	5 ½	1'2"x 7'0"	85 ¼ " x 54"	N	Y			670.00
42	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			835.00
43	Single Left. Door and Frame. 4 ¾ Jamb. Door will have a tempered glass view panel, style – Rain, 5" x 28" size. Door must include hinges. Hinges are 3 per door (Hallway).	3070	F	4 ¾	N/A	85 ¼ " x 54"	Y	Y			835.00

Hidalgo County

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

EXHIBIT "B"

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)				Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME			
44	Single Right. We have door. Frame with Side Light (Conference Room).	3070	C	5 ½	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
45	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼" x 54"	Y	Y			785.00
46	Single Left. Lockable Door and Frame. Door will have a tempered glass view panel, style – rain, 5" x 28"size. Door must include hinges. Hinges are 3 per door (hallway).	3070	F	4 ¾	N/A	85 ¼" x 54"	Y	Y			785.00
47	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
48	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
49	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
50	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
51	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
52	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
53	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00
54	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ¾	1' 2" x 7' 0"	85 ¼" x 54"	N	Y			670.00

Hidalgo County

"Doors and Frames for Old Administration Building 3rd Floor Renovations"

2010-020A-03-10-MSS

EXHIBIT "B"

REVISED -BID PAGE

OPENED 10:02am MAR 24 2010 Witnessed

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)		Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME	
55	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
56	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
57	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
58	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
59	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
60	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
61	Single Right. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
62	Single Left. We have door. Need Frame with Side Light (Office).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
63	Single Right. We have door. Need Frame with Side Light (Reception).	3070	C	4 ⅜	1'2" x 7'0"	85 ¼" x 54"	N	Y	670.00
64	Single Left, Fire Rated Existing Door; (Stairs #2)	3070		4 ⅜	N/A	85 ¼" x 54"	N	N	
65	Single Right, Fire Rate Existing Door; (Stairs #1)	3070		4 ⅜	N/A	85 ¼" x 54"	N	N	
66	Open Storage Area, No Door Necessary; Need Casing OPENING ONLY"	N/A		4 ⅜	N/A	85 ¼" x 54"	N	Y	300.00
						Total Amount:			$ 39,940.00

"Doors and Frames for Old Administration Building 3rd Floor Renovations"
2010-020A-03-10-MSS
EXHIBIT "B"

REVISED -BID PAGE

Door #	Door/Frame Description	Sizes					Needs to be Ordered (Y/N)			Complete Unit Price
		Door	*Door Type	Jam Size	Frame Side Light	Frame	DOOR	FRAME		

-For requested Fire Rated Doors/Frames: **One Hour Fire Rated.**

*DOOR TYPE:
DD= Double Door, Two Style A Doors (Aluminum/ Clear Glass Tempered)
C= Solid Door, No Viewing glass.
E= Solid Door with 20" x 28" viewing clear/wire glass.
F= Solid Door with 5" x 28" viewing clear/wire glass.

Bid –UNIT PRICE BREAKDOWN:	UNIT PRICE:
WOOD DOORS:	D= DD= 2100.00 C= 110.00 E= F= 165.00
FRAME: NO SIDELIGHT	300.00
FRAME WITH SIDELIGHT INCLUDING GLASS:	410.00
COMMERCIAL DOOR HARDWARE: HINGES.	10.00 ea.
COMMERCIAL LOCKABLE LEVERS:	170.00 Yale 5300 SERIES OFFICE
COMMERCIAL NON-LOCKABLE LEVERS:	110.00. " " " PASSAGE.
DOOR HANGING ON FRAME:	120.00 Per Unit

REVISED -BID PAGE

BIDDER /COMPANY'S NAME: ValTex Insulation Co.

ADDRESS: 825 E. Alberta Rd.

CITY/STATE/ZIP CODE: Edinbury, TX 78539

PHONE NUMBER/: 956-383-8163

CELLULAR NUMBER: 956-821-9191

FAX NUMBER: 956-383-8162

AUTHORIZED SIGNATURE: Jessica Padilla

EMAIL ADDRESS: JPadilla@ValTexinc.com

PRINTED NAME: Jessica Padilla

TITLE: office manager

DATE: 3-22-10

EXHIBIT “C”

CERTIFICATE OF INSURANCE

AI-21181 **20.A.5.**

CAS -Mechanic Area Retrofit Request for Payment

CC REGULAR

Date:	05/18/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of request for payment of Invoice #0827406-5 in the amount of $32,773.51 submitted by awarded vendor, CAS Companies, L.P. in connection with: "Hidalgo County/Elections Dept.-Retrofit to Mechanic Shop next to County Clerks Warehouse" located at former Robert's Chevrolet Property after audit and processing procedures completed with authority for County Treasurer to issue payment/check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-414-00-220-035-0-452

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

BUDGETARY IMPACT:

Change order in the amount of $12,285.34 approved by CC on 03/31/09. $32,773.51 available balance in P.O. # 613512 as of 05/13/10 (pending p.o. increase request already submitted to Purchasing dept.) See attached. rc

Attachments

Link: CAS INVOICE

Link: CC Minutes 03-31-10

Link: backup

Link: p.o. incerase form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 10:15 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:57 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/13/2010 04:30 PM	APRV
4	Auditor's Office	Angela Garcia	05/14/2010 05:49 PM	APRV

Form Started By: Moises Salazar Started On: 05/12/2010 10:37 AM

Final Approval Date: 05/14/2010

Invoice

Date	Invoice #
3/24/2009	0827406-5

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

ORIGINAL

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
	Net 30	4/23/2009	2008-274ST-06	Mech Warehouse

Quantity	Description	Price Each	Amount
1	Application for Payment #2 Total Project: $240,000.00 Previous Draw: $219,511.83 Balance and This Draw: $20,488.17	20,488.17	20,488.17
1	Modification	12,285.34	12,285.34
		Total	$32,773.51

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

P.O #613512

Purchase Order

COUNTY OF HIDALGO

PO#: 613512

DATE: 11/25/08

Needed 11-19-08

VENDOR: 347647 REQ:00143872
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477

Vendor Acct:

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS

Special Instructions:
REQ 1434

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED COMM.COURT 11-12-2008		
1	EACH	Retrofit of Mechanic Shop Located at 317 N. Closner St.	240,000.00	240,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		240,000.00
		********** For Hidalgo County use only		
		8-1336-414-00-220-035-0-452 240,000.00		
		Approved		

Authorized by: Martha L. Salazar

At this time the Court moved back to item #5.

E. Buildings & Grounds

FOR REFERENCE

1. **Presentation for discussion, consideration and approval of a requested change order as required by the City of Edinburg for Occupancy Requirements as well as necessary IT related Fiber Optic installation and Fire & Safety Alarm System for proposed project #08-300 Mechanic Shop Retrofit, aka, Elections Warehouse. The following requirements are needed for approval of occupancy by the City of Edinburg:**

Improvements Needed	Amounts
CAS Companies (Occupancy Requirements)	$12,285.34
Star Telecommunications (Installation of Optic Fiber IT)	$3,836.30
Simplex Grinnell (Installation of Fire & Safety Alarm)	$36,802.27
Total Cost is not to exceed	$52,923.91

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

F. Colonia Access Program Pct. 1

1. **Presentation for discussion, consideration and approval of final negotiated construction contracts (awarded by CC on 2-03-09) for the following;**
   A. C-CAP-08-033-12-31-LRM Dimas #1 Subdivision between Hidalgo County and Valley Paving, Inc.; and,
   B. C-CAP-08-032-12-31-LRM El Monte Subdivision between Hidalgo County and Valley Paving, Inc.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

G. Colonia Access Program Pct. 3

1. **A. Presentation for discussion, consideration, acceptance, and approval of Application for payment No. 3 (Release of Retainage) in the amount of $9,694.36 from Valley Paving contracted vendor for Amberland Subdivision submitted by project engineer Hinojosa Engineering Inc. C-CAP 08-013-07-11.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. Requesting approval of "Certificate of Construction Completion" submitted by project engineer, Hinojosa Engineering Inc. reflecting the completion date of February *19,* 2009 for Amberland Subdivision. C-CAP 08-013-07-11.

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AI-14736 **19.E.1.**

Required changes for Occupancy Mechanic Shop Retrofit for Elections Department

CC REGULAR

Date: 03/31/2009
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration and approval of a requested change order as required by the City of Edinburg for Occupancy Requirements as well as necessary IT related Fiber Optic installation and Fire & Safety Alarm System for proposed project #08-300 Mechanic Shop Retrofit, aka, Elections Warehouse. The following requirements are needed for approval of occupancy by the City of Edinburg:

Improvements Needed	Amounts
CAS Companies (Occupancy Requirements)	$12,285.34
Star Telecommunications (Installation of Optic Fiber IT)	$ 3,836.30
Simplex Grinnell (Installation of Fire & Safety Alarm)	$36,802.27
Total Cost is not to exceed	$ 52,923.91

BACKGROUND

As reviewed and approved by Daniel Flores B&G, the following improvements are needed to comply with code requirements as requested by the City of Edinburg. We have placed the quotes for your review and approval.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1336-414-00-220-035-0-452
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $0.00 as of 3/27/09. Additional funding is pending transfer (AI-14787) in the amount of $52,923.91.

Attachments

Link: 08-300
Link: 08-300

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 01:24 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 01:28 PM	APRV
3	Dale Kennan	Dale Kennan	03/27/2009 12:54 PM	APRV
4	Auditor's Office		03/27/2009 04:17 PM	NEW

Form Started By: Oscar Garza Started On: 03/25/2009 02:08 PM
Final Approval Date: 03/27/2009

AI-18752 **18.C.1.**

Modification to Correct & Clarify AI-14736 Additional Scope of Work for Occupancy Mechanic Shop Retrofit for Elections Dept.

CC REGULAR

Date: 12/01/2009
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting approval of a "modification" to AI-14736 approved by Commissioners Court on 3-31-09 for the purposes of replacing the phrase "change order" to Additional Scope of Work (required by the City of Edinburg in order to obtain occupancy permit for retrofitted Elections Warehouse, fka, Mechanic Shop at Robert's Chev. Site) inasmuch as no AIA documents or contracts were utilized but rather evidenced by and processed through a Purchase Order and thus addressing the concern and request by the County Auditor to draft and execute a Change Order #1.

BACKGROUND

Fiscal Impact

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

Attachments

Link: CC Mins-03/31/09-AI-14736-B&G-CAS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/25/2009 11:56 AM	APRV
2	Budget & Management	Angela Garcia	11/25/2009 01:26 PM	APRV
3	Roland Garcia	Rolando Garcia	11/25/2009 02:15 PM	APRV
4	Auditor's Office		11/25/2009 04:47 PM	NEW

Form Started By: Oscar Garza Started On: 11/24/2009 04:03 PM
Final Approval Date: 11/25/2009

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: BUILDINGS & GROUNDS
Contact Name: DANIEL FLORES
Telephone # _____

Purchase Order Number 613512
Increase # 1 for this Purchase Order
Procurement Method:
- ☐ Contract # _____
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buybo

000.00 (verbal quotes)

(attach written quotes)

TO: Vendor Number: 347647
Vendor Name: CAS COMPANIES
Address: 111 BRAND LANE.
STAFFORD, TEXAS

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase		240,000.00
		ADDITIONAL SCOPE OF WORK FOR MECHANIC SHOP RETROFIT . (ELECTIONS DEPT) PREVIOUSE PAID $219,511.83 BALANCE DUE $ 20,488.17 MODIFICATION $ 12,285.34 TOTAL DUE FOR INVOICE #0827406-5 $ 32,773.51		
		Amount of Increase Request		12,285.34
		TOTAL AMOUNT		252,285.34

RECEIVED
MAY 12 2010
By 10:09am

Account Number: 0-1336-414-00-220-035-0-452 Funds Avail: $21,091.30
Amt. Liquid: $219,511.83

Reason: Modification approved in Comm.Court 12/01/09, Above invoice to be placed in Comm.Court for approval to pay on 5/18/10 (As per Moises Salazar)

Authorization: _____ Department Head — Date: 5/12/2010

Reviewed by: BEM Purchasing Department — Date: 5/13/10

Approved By: Martha L. Salazar Purchasing Agent — Date: MAY 13 2010

Approved By: _____ Hidalgo County Auditor — Date: _____

AI-21189 **20.A.6.**

Acquisition of Autopsy Instruments & Equipment
CC REGULAR

Date:	05/18/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Ratification of the solicitation of quotes (due to time constraints and availability/opportunity of said items/pieces for procurement) and issuance of purchase order #_____ for several pieces of "used" basic/necessary "Autopsy Instruments & Equipment" in anticipation, preparation and purpose of establishing a County-owned-fully equipped and operated autopsy facility including the rental of forklift through PO#_____ for unloading of items for storage at a County-owned facility.

BACKGROUND

Storage of equipment and instruments at a county owned facility.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-080-003-0-XXX

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

BUDGETARY IMPACT:

Account would be utilized for both acquisition of instruments/equipment and rental of forklift to unload same at county-owned storage location yet to be determined.
175629 >>>>$12,000.00 inlcudes object codes 743, 664, 619, and 346
175656 >>>>$382.30 includes object code 442.

Attachments

Link: COST OF NEW EQUIPMENT

Link: GRID AUTOPSY SUPPLIES

Link: Emergency Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2010 04:00 PM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 04:02 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/14/2010 05:10 PM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 05:15 PM	APRV

Form Started By: Olga Montero Started On: 05/12/2010 02:05 PM

Final Approval Date: 05/14/2010

COST OF "NEW" AUTOPSY INSTRUMENTS & EQUIPMENT

ITEMS	QUANTITY	MOPEC	AMERICAN WHOLESALE	THERMO-FISHER	AMAZON	TOTALS
Work stations with sink	4	$5,500.00				$22,000.00
Water hose reels (ceiling mounted)	2				$185.00	$370.00
Stainless cabinets with glass doors	6	$2,198.00		$1,345.00		$8,070.00
Autopsy scales	5	$625.00		$1,346.00		$3,125.00
Exam lights	6	$5,422.00		$4,880.00		$29,280.00
22x32 walk-in cooler with 4 evaporators w/1 compressor	1		$18,000.00			$18,000.00
2 door body morgue refrigerator	1	$16,932.00		$16,170.00		$16,170.00
Autopsy sink with disposal	6	$13,173.00		$17,913.00		$79,038.00
Grand Total using the least expensive quotes			$176,053.00			

"AUTOPSY INSTRUMENTS & EQUIPMENT"
QUOTES

Quantity:	Item Description:	AUTOPSY SERVICES & EXPERT TESTIMONY- McAllen, Tx		The Mustard Seed, LLC – Edinburg, Tx	Ochoa Medical Equipment & Supplies- Edinburg, Tx	Synergy Medical Equipment & Supplies- Edinburg, Texas
		Unit	Total	Do not carry items. "No Bid"	No response. Therefore is considered a "No Bid"	No response. Therefore is considered a "No Bid"
4	**Work Station with sink**	$75.00	$300.00			
2	Water hose reels	$25.00	$50.00			
6	Stainless Cabinets with glass doors	$85.00	$510.00			
5	Hanging scales	$50.00	$250.00			
6	Exam Lights	$90.00	$540.00			
1	Hobart 22x32 Walk In Cooler with 4 Evaporators with 1 Compressor	$3,500.00	$3,500.00			
1	2 Door Body Cooler Self Contained	$750.00	$750.00			
6	Autopsy sink with disposal	$600.00	$3,600.00			
	Shipping		$2,500.00			
	Grand total of Items plus Shipping cost	**$12,000.00**		NO BID	NO BID	NO BID

HIDALGO COUNTY

Department Of Budget & Management

INTRA - DEPARTMENTAL TRANSFER FORM

DATE: Thursday, May 13, 2010 **JE #:** 01764

DEPARTMENT HEAD: Raul Silguero, Jr. , Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for - Autopsies

ACCOUNT NUMBER: 0-1100-421-00-080-003-0-XXX

CONTACT PERSON: Dina Treviño, Manager Budget Section **PHONE:** (956) 292-7025 Ext. 5423

PREPARED BY: Sylvia V. Solis 5/13/10

SUBJECT: Emergency Intra - departmental Transfer/s

Hidalgo County Auditor's Office:

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

FROM Object Code	Object Code Description	TO Object Code	Object Code Description	Amount
344	AUTOPSY SERVICES	619	OTHER MISC SUPPLIES	1,650.00
344	AUTOPSY SERVICES	664	OTHER MINOR EQUIPMENT	4,350.00
344	AUTOPSY SERVICES	743	OFFICE FURNITURE & EQUIP.	3,500.00
344	AUTOPSY SERVICES	442	RENTAL OF EQUIP. & VEHICLES	500.00
344	AUTOPSY SERVICES	346	HAULING & FREIGHT SERVICES	2,000.00

TOTAL BUDGET INCREASE (DECREASE) $ 12,000.00

REASON:

TO FUND UNEXPECTED EXPENDITURES.

AUTHORIZED SIGNATURE/DBM

5/13/2010
DATE

Emergency Transfer Form

AI-21227 **20.B.1.**

PSJA ISD INTERLOCAL

CC REGULAR

Date:	05/18/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Approval of Interlocal Agreement between Pharr-San Juan-Alamo Independent School District and the County of Hidalgo, TX for drainage improvements to the vicinity of Sioux Road and Alamo Road.

b. Approval of Interlocal Cooperation Agreement Project - Sioux Road and Alamo Road Drainage Improvement Project

BACKGROUND

Fiscal Impact

Attachments

Link: interlocal agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2010 04:04 PM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 04:07 PM	APRV
3	Roland Garcia	Rolando Garcia	05/14/2010 05:02 PM	APRV
4	Auditor's Office		05/14/2010 05:49 PM	NEW
Form Started By: Angela Garcia			Started On: 05/14/2010 03:48 PM	
Final Approval Date: 05/14/2010				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **PHARR - SAN JUAN - ALAMO INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a local school district created by the laws of Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, County and District desire to make drainage improvements to the vicinity of Sioux Road and Alamo Road more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, County and District, each pursuant to its statutory and constitutional authority, are desirous that necessary drainage improvements be done in the area in order to alleviate existing flooding concerns within their respective territorial jurisdictions;

WHEREAS, District desires to deed to County a drainage easement adequate to construct the necessary drainage improvements including but not limited to, installation of a 72" drainage line, manholes, end wall, concrete rip-rap and engineering services (collectively the "Project");

WHEREAS, the County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District agrees to convey certain real property more particularly described in Exhibit "A" to County by execution of the Drainage Easement attached hereto as Exhibit "B" for the purposes of constructing the Project described herein.

2. County shall be responsible for providing all engineering services for the Project.

3. County shall be responsible for performing the work necessary to complete the Project either through its own labor equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Eighty Two Thousand Nine Hundred Sixty Eight Dollars ($282,968.00) except that the District shall contribute $83,918.00 toward the purchase of pipe to be used for the Project.

4. While no unforeseen costs are anticipated, the District shall be responsible for any miscellaneous costs associated with the Project that may arise during the construction which are unforeseen or cannot otherwise be avoided.

5. District shall, at its own cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.

6. Upon completion of the Project both parties shall be relieved of their mutual responsibilities under this Agreement and the County shall assume responsibility for operation and maintenance of the Drainage Easement so long as such easement remains the property of County.

7. County and District agree it is in their mutual best interest to construct the Project as described herein in order to alleviate flooding and water overflow in the vicinity of the Project.

8. **Hold Harmless Clause.** To the extent permitted by law, the parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

9. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

10. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified

or amended only by agreement in writing executed by District and County, and not otherwise.

12. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	PSJA ISD. Attention: Dr. Daniel P. King 601 East Kelly Pharr, Texas 78577
If to County:	Hidalgo County Attention: Executive Officer 2818 S. Bus. Hwy. 281 Edinburg, Texas 78539
With copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios 301 East State Pharr, Texas 78577

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

16. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Assignment**. This Agreement shall not be assignable.

18. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

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

24. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

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

PSJA INDEPENDENT SCHOOL DISTRICT

_____

Ms. Ramona Barron
PSJA ISD Board President

ATTEST:

_____
Mr. Humberto "Bobby" Rodriguez
Secretary-Treasurer

COUNTY OF HIDALGO, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
120 E. PARK AVENUE * PHARR, TEXAS 78577
(TEL) 956 782-2557 * (FAX) 956 782-2558
FIRM No. 364

DESCRIPTION
OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOT 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26, M. R.H.C.

Being a 1.136-acre tract of land out of Lot 13, Block 44 and Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 1.136-acre tract of land being more particularly described as follows;

Beginning at the Northwest corner of Lot 13, Block 44, for the Northwest corner and beginning of this drainage easement;

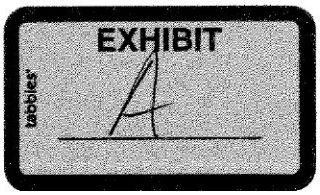
THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 13, at a distance of 1320.00 feet pass the Northeast corner of said Lot 13, Block 44 and Northwest corner of Lot 16, Block 45, continuing with the North line of Lot 16, at a total distance of 1650.00 feet to the Northeast corner of this drainage easement;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 30.00 feet to the South line of said 30.0-foot Drainage Easement, for the Southeast corner of this drainage easement;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said 30.0-foot Drainage Easement, at a distance of 330.00 feet pass the common line between Lots 16, Block 45 and Lot 13, Block 44, and at a total distance of 1650.00 feet to the West line of said Lot 13, for the Southwest corner of this drainage easement;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 30.00 feet the **BEGINNING** and containing 1.136-acres of land, more or less.

This description **does not** represent an actual survey conducted on the ground.



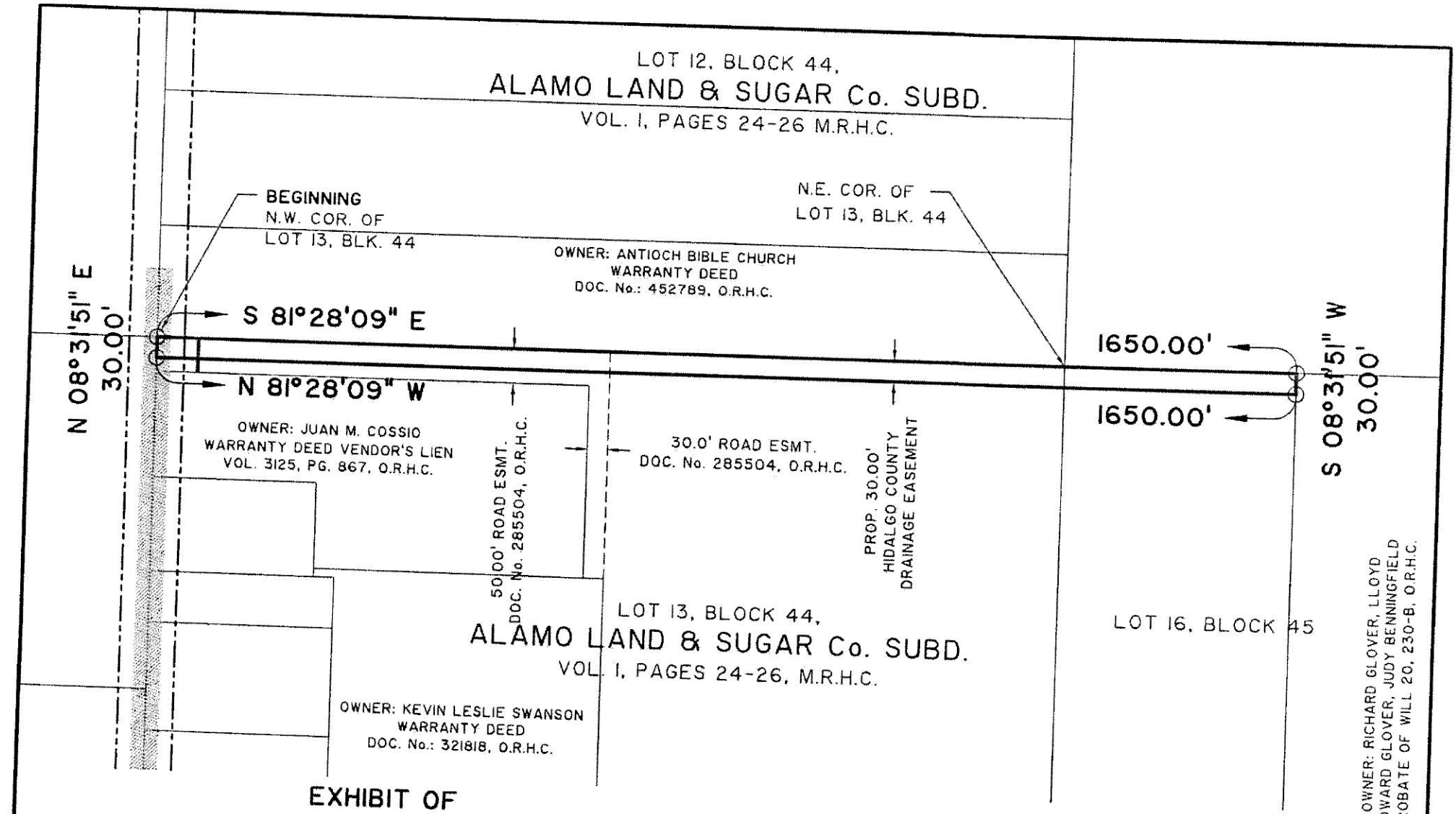


EXHIBIT OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOTS 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOL. 1, PGS. 24-26, M.R.H.C.

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No.: 486

DRAINAGE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF HIDALGO §

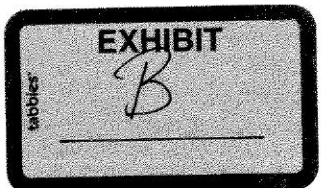
That Pharr – San Juan – Alamo Independent School District ("Grantor") for and in consideration of the sum of $10.00 Ten Dollars, and other good and valuable consideration, to them in hand paid by Hidalgo County, Texas ("Grantee") the receipt of which is hereby acknowledge and confessed, have GRANTED, BARGAINED AND CONVEYED and by these presents do GRANT, BARGAIN AND CONVEY unto said Hidalgo County, its successors or assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County described as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein at this point for all purposes, for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, spoil bank, levees, roadways, and structures necessary for the disposal of accumulated and excessive rainfall and/or flood water, (collectively the "Ditch") together with free ingress and egress at all reasonable times to and from said property described above for the purpose of doing and performing or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing excavating, digging, maintaining and operating the said drainage ditch, spoil banks, levees, roadways and structures, together with any and all other functions and acts necessary and incident to the constructing, reconstructing, excavating, digging, maintaining and operating of a drainage ditch, spoil bank, levees, roadways and structures in, along, over and across the property described above.

Grantor shall have full use and control of the spoil bank dirt but not to include the berm areas to be established by Grantee.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: (i) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee's Ditch and/or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (ii) the right to abandon-in-place any Ditch, such that Grantee shall have no obligation or liability to Grantor or to Grantor's heirs, successors or assigns, to move or remove any such Ditch.

Grantor, and Grantor's heirs, successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee's written consent.



The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Ditch. This agreement together with other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees. Grantor covenants that Grantor is the owner of the above described land and that said land is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the Ditch is declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

TO HAVE AND TO HOLD, all and singular, the easement and rights appurtenant thereto, unto Grantee, its successors or assigns until the Ditch is declared permanently abandoned by the Grantee, in which event said easement and rights shall cease and terminate and revert appurtenant thereto to Grantor, Grantor's successor and assigns; this easement being conditioned, however, that the title in and to all oil, gas and other minerals in and under said land shall be and remain vested in the present owners, their heirs or assigns, without, however, any right whatever remaining to the owners of such oil, gas and other minerals of ingress or egress to or from the surface of said land for the purpose of exploring, drilling, developing or mining of the same.

WITNESS our hand(s) this the __day of _____ 2010.

Pharr – San Juan – Alamo Independent School District

_____

By: _____

Its: President of the Board

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this__, day of _____, 2010 by, _____ in the capacity therein stated.

_____

Notary Public, State of Texas

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
100 E. PARK AVENUE * PHARR, TEXAS 78577
(TEL) 956 782-2557 * (FAX) 956 782-2558
FIRM No. 486

DESCRIPTION
OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOT 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26, M. R.H.C.

Being a 1.136-acre tract of land out of Lot 13, Block 44 and Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 1.136-acre tract of land being more particularly described as follows;

Beginning at the Northwest corner of Lot 13, Block 44, for the Northwest corner and beginning of this drainage easement;

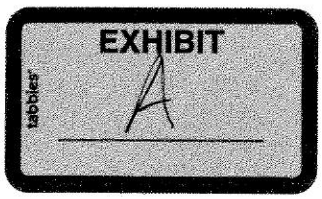
THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 13, at a distance of 1320.00 feet pass the Northeast corner of said Lot 13, Block 44 and Northwest corner of Lot 16, Block 45, continuing with the North line of Lot 16, at a total distance of 1650.00 feet to the Northeast corner of this drainage easement;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 30.00 feet to the South line of said 30.0-foot Drainage Easement, for the Southeast corner of this drainage easement;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said 30.0-foot Drainage Easement, at a distance of 330.00 feet pass the common line between Lots 16, Block 45 and Lot 13, Block 44, and at a total distance of 1650.00 feet to the West line of said Lot 13, for the Southwest corner of this drainage easement;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 30.00 feet the **BEGINNING** and containing 1.136-acres of land, more or less.

This description **does not** represent an actual survey conducted on the ground.



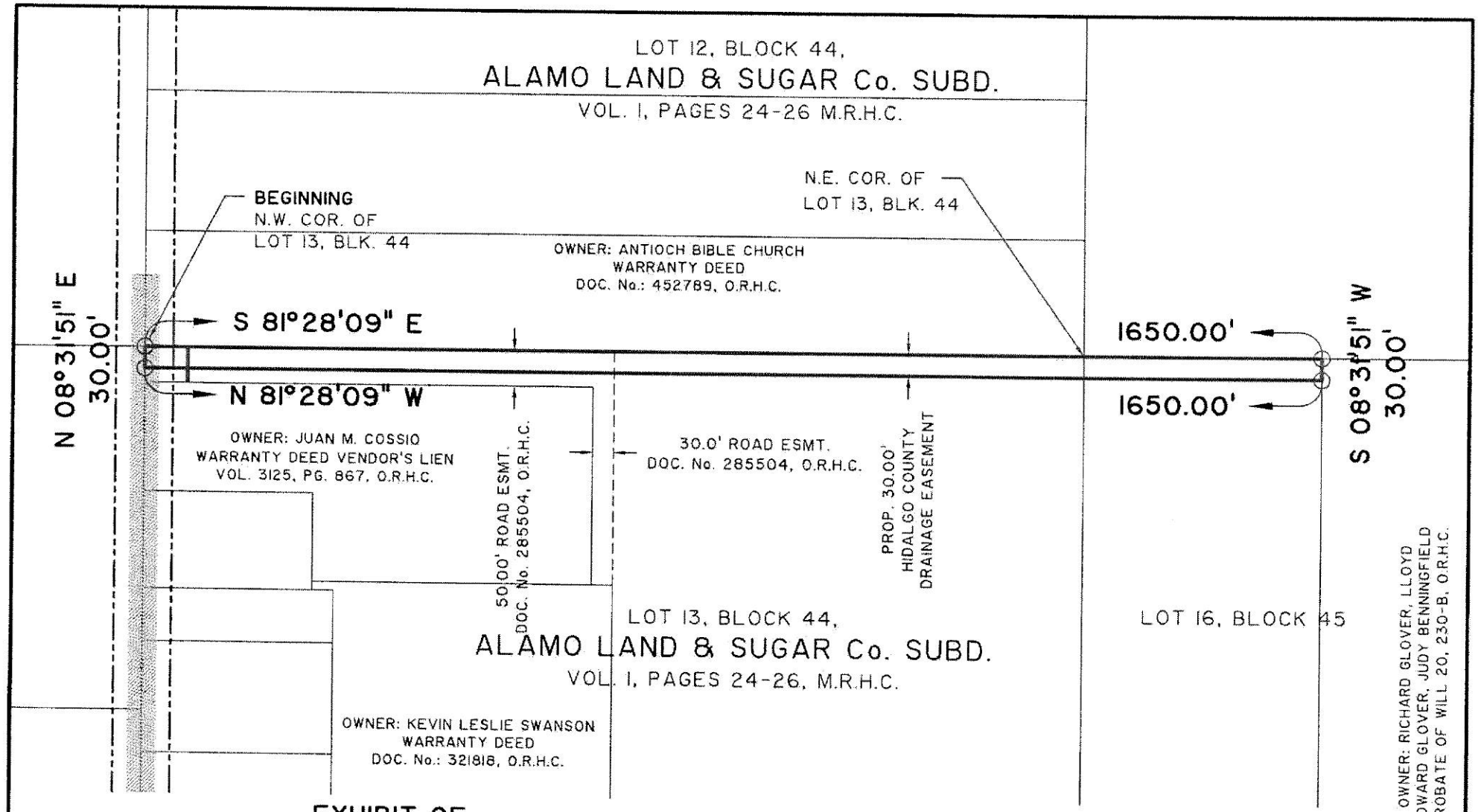
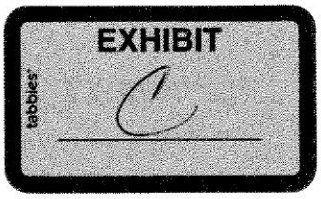


EXHIBIT OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOTS 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOL. I, PGS. 24-26, M.R.H.C.

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No.: 486



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct drainage improvements located in the vicinity of Sioux Road and Alamo Road (the "Project") through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and Pharr San-Juan Alamo Independent School District.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-21203 **20.C.1.**

Requesting approval of Clarification

CC REGULAR

Date:	05/18/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Approval of a clarification on agenda item AI #20562 (CC approved 3/30/10) "Surveying Services for the Old Adm. Office and Shop Complex for Precinct No. 3" to reflect the word "Complex" includes Fuel Yard located across the street and part of the former Pct. #3 Administration Complex more specifically described as-"Block No. 205-Lots 4,5,6,7,8, and 9" and thus permitting the complete surveying of all complex components for the purposes of finalizing a fair market appraisal so as to set the minimum acceptable bid.

BACKGROUND

Selected Engineer to negotiate surveying contract on cc 3/30/10 Quintanilla, Headley & Associates.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-004-0-339

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

BUDGETARY IMPACT:

Available Balance as of 5/14/10 is $5,000.00.

Attachments

Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 11:06 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 12:55 PM	APRV
3	Perla Lopez	Perla Lopez	05/14/2010 10:58 AM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 12:05 PM	APRV

Form Started By: Rocio Villarreal Started On: 05/12/2010 04:47 PM

Final Approval Date: 05/14/2010

Rocio Villarreal

From: Norma Ceballos [norma.ceballos@co.hidalgo.tx.us]
Sent: Tuesday, May 11, 2010 11:58 AM
To: 'Rocio Villarreal'
Subject: FW: Surveying Services for the Old Adm. Office and Shop Complex for Pct. No.3

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Tuesday, May 11, 2010 11:57 AM
To: 'Alfonso Quintanilla'
Subject: RE: Surveying Services for the Old Adm. Office and Shop Complex for Pct. No.3

Rocio,
Would you please verify that the above mention project includes the old Pct #3 Fuel Yard that is located across the street from the old administration office, on block #205 lot #4, 5, 6,7,8, and 9 . In addition, if it were not included would you please request authorization to include it on the same project?

Thanks.

From: Alfonso Quintanilla [mailto:alfonsoquintanilla@sbcglobal.net]
Sent: Tuesday, May 11, 2010 10:48 AM
To: Rocio Villarreal
Cc: Norma Ceballos; Mingo Villarreal
Subject: RE: Surveying Services for the Old Adm. Office and Shop Complex for Pct. No.3

Ms. Villarreal,

I met with Norma Ceballos from Pct. No.3 but she informed me that the action taken by Commissioners' Court needed to be revised because of the scope of the area to be surveyed. Ms. Ceballos was going to talk to someone in the Purchasing Department about this. Once I recieve the new scope, I will then provide the exhibits for my agreement of professional services.

Should you have any questions, please call Ms. Ceballos or me.

Thank you.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cell. (956) 624-6699

--- On **Tue, 5/11/10, Rocio Villarreal** <***rocio.villarreal@co.hidalgo.tx.us***> wrote:

From: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
Subject: RE: Surveying Services for the Old Adm. Office and Shop Complex for Pct. No.3
To: "'Alfonso Quintanilla'" <alfonsoquintanilla@sbcglobal.net>

Date: Tuesday, May 11, 2010, 10:39 AM

Mr. Quintanilla can you please advise on the status of this project?

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: Alfonso Quintanilla [mailto:alfonsoquintanilla@sbcglobal.net]
Sent: Wednesday, April 28, 2010 11:08 AM
To: Rocio Villarreal
Subject: Surveying Services for the Old Adm. Office and Shop Complex for Pct. No.3

Rocio,

Please give me a call when you have a chance. Thank you.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

AI-21202 **20.D.1.**

Approval of Final Construction Contract-Colonia Boyce Subdivision-Pct. 1, 3rd Call BCAP

CC REGULAR

Date:	05/18/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department
Sub-category:	CAP Pct.1

Information

CAPTION

Approval of final construction contract document (CC awarded on 04-06-10) under C-CAP-09-469-04-06 Road & Drainage Construction for Colonia Boyce (Subdivision) between Hidalgo County and Valley Paving, Inc. in the amount of $119,109.35.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract. Project Engineer: Rodriguez Engineering

Fiscal Impact

FISCAL YEAR:	2010	ACCT. #:	0-1312-431-00-121-232-0-731/733
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Obj. 731 "Roads" - Available balance as of 5-13-10 $97,924.00
Obj. 733 "Drainage Ditches" - Pending LIT in the total amount of $23,903.27, refer to AI #21201, CC 5-18-10, Consent agenda.

Contract amount is $119,109.35; Contractor is Valley Paving, Inc.; Project Engineer is Rodriguez Engineering.

Attachments

Link: ai req 21202 colonia boyce

Link: boye 2 pg contract 21202

Link: Colonia Boyce expense report as of 5-13-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 10:46 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:59 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/14/2010 02:59 PM	APRV

4	Auditor's Office	05/14/2010 05:49 PM	NEW
Form Started By: Marcie Jackson		Started On: 05/12/2010 04:42 PM	
Final Approval Date: 05/14/2010			

Marcie Jackson

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Wednesday, May 12, 2010 4:47 PM
To: 'Yvette, Purchaser'
Cc: 'Joseph Palacios'; 'Agapito Vargas'
Subject: CC Agenda Item - Final Negotiated Construction Contract

Yvette, please place the following item on CC agenda for Tuesday 18TH May 2010:

Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project: Colonia Boyce Subdivision (CSJ: 3C1080232)

Contractor: Valley Paving, Inc., Mission, TX
Project Engineer: Rodriguez Engineering
Account: 0-1312-431-00-121-232-0-731 & 733

Please see attachments and check contract numbers.
Thanks,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

Please refrain from printing this email unless completely necessary. Go Green!

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-469-04-06

This Agreement, entered into this 6th day of **April, 2010**, by and between Hidalgo County, (hereinafter called the "OWNER," and Valley Paving, Inc. (A Texas corporation, of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described follows:

BOYCE SUBIDIVISION
BOYCE STREET
DOVE STREET

Hereinafter called the project, for the sum of ($119,109.35) One Hundred Nineteen Thousand One Hundred Nine Dollars and Thirty Five Cents and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Rodriguez Engineering, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, April 6th, 2010.

CONTRACTOR:
Print Name & Title: Oscar Cordova President
Name of Firm: Valley Paving Inc.
Address: 321 E. 2 Mile Line
Mission, Texas 78574
Fed I.D. #/SS #: 74-2240275

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 13th day of April, 2010, by President (Title) Of and on behalf of Valley Paving Inc. (A corporation).

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Trevino
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Rene Ramirez, County Judge

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-121-232-0-312	COLONIA BOYCE-INDIRECT COST	.00	792.52	.00	.00	792.52	.00
0-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	2,154.33	2,154.33	.00	.00	100.00
0-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	.00	3,213.74	3,213.74	.00	.00	100.00
0-1312-431-00-121-232-0-731	COLONIA BOYCE-ROADS	.00	97,924.00	.00	.00	97,924.00	.00
0-1312-431-00-121-232-0-899	COLONIA BOYCE-CONTINGENCY	.00	21,303.37	.00	.00	21,303.37	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**125,387.96**	**5,368.07**	**.00**	**120,019.89**	**4.28**
0 YEAR 0		**.00**	**125,387.96**	**5,368.07**	**.00**	**120,019.89**	**4.28**

AI-21209 **20.D.2.**

Approval of Final Construction Contract-Mary Ann Subdivision-Pct 1, 3rd Call BCAP

CC REGULAR

Date:	05/18/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	CAP Pct.1

Information

CAPTION

Approval of final construction contract document (CC awarded 04-06-10) for C-CAP-09-471-04-06 Road & Drainage Construction for Mary Ann Subdivision between Hidalgo County and Asago Construction, LLC in the amount of $162,861.00.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up due to contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract. Project Engineer: Rodriguez Engineering.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-895-0-731 & 733

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

BUDGETARY IMPACT:

Obj. 731 "Roads"-Available balance as of 5-13-10 $152,036.00
Obj. 733 "Drainage Ditches"-Available balance as of 5-13-10 $34,588.00

Contract amount is $162,861.00; Contractor is Asago Construction, LLC.; Project Engineer is Rodriguez Engineering.

Attachments

Link: 21209 ai request

Link: 2 pg contract 21209

Link: Mary Ann S/D expense report as of 5-13-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 12:15 PM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 01:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/14/2010 04:11 PM	APRV
4	Auditor's Office		05/14/2010 05:49 PM	NEW

Form Started By: Yvette Islas

Started On: 05/13/2010 11:33 AM

Final Approval Date: 05/14/2010

From:	Marcie Jackson
To:	"Yvette, Purchaser"
Cc:	"John Paul Lugo"; "Joseph Palacios"; "Agapito Vargas"
Subject:	CC Agenda Item - Final Negotiated Construction Contract
Date:	Thursday, May 13, 2010 11:49:03 AM
Attachments:	Construction Contract Mary Ann.pdf

Yvette, please place the following item on CC agenda for Tuesday 18TH May 2010:

Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project: Mary Ann Subdivision (CSJ: 3C1080895)

Contractor: Asago, LLC DBA Asago Construction; McAllen, TX
Project Engineer: Rodriguez Engineering
Account: 0-1312-431-00-121-895-0-731 & 733

Please see attachments and check contract numbers.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-471-04-06

This Agreement, entered into this 6th day of **April, 2010**, by and between Hidalgo County, (hereinafter called the "OWNER," and Asago LLC, (dba Asago Construction) (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described follows:

MARY ANN SUBIDIVISION
MICHAEL STREET
KEVEN STREET

Hereinafter called the project, for the sum of ($162,861.00) One hundred sixty two thousand eight hundred sixty one Dollars and 00 Cents and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Rodriguez Engineering**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute thecontract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, 4/6/10, 2010.

CONTRACTOR: _____
Print Name & Title: Raul Iglesias, Managing Partner
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos St.
Mission, TX 78572
Fed I.D. #/SS #: 74-2821087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 23rd day of April, 2010, by Managing Partner (Title) Of and on behalf of Asago, LLC dba Asago Construction (A corporation)

Marie S Garcia
My Commission Expires
02/23/2014

Marie S Garcia
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Rene Ramirez, County Judge

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-121-895-0-312	MARY ANN-INDIRECT COST	.00	1,468.73	.00	.00	1,468.73	.00
0-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	3,978.39	3,978.39	.00	.00	100.00
0-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	.00	5,827.62	5,827.62	.00	.00	100.00
0-1312-431-00-121-895-0-540	MARY ANN-ADVERTISING	.00	600.00	.00	.00	600.00	.00
0-1312-431-00-121-895-0-731	MARY ANN-ROADS	.00	152,036.00	.00	.00	152,036.00	.00
0-1312-431-00-121-895-0-733	MARY ANN-DRAINAGE DITCHES	.00	34,588.00	.00	.00	34,588.00	.00
0-1312-431-00-121-895-0-899	MARY ANN-CONTINGENCY	.00	32,952.87	.00	.00	32,952.87	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**231,451.61**	**9,806.01**	**.00**	**221,645.60**	**4.24**
0 YEAR 0		**.00**	**231,451.61**	**9,806.01**	**.00**	**221,645.60**	**4.24**

AI-21180 **20.E.1.**

BCAP Change Order #4, Application for Payment (Final), Certificate of Construction Completion & Retainage Release - El Charro Precinct No. 2

CC REGULAR

Date:	05/18/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department
Sub-category:	CAP Pct.2

Information

CAPTION

Acceptance and approval of the following items for El Charro Subdivision (Pct No. 2) from awarded contractor, Alvarez Construction as submitted through project engineer R. Gutierrez Engineering Corporation (C-CAP-09-001-04-21):
a. Change Order No. 4 reflecting an increase of $5,058.09 due to driveways, and curb and gutter being added;
b. Final Application for Payment in the amount of $33,552.45;
c. “Certificate of Construction Completion” reflecting the completion date of December 10, 2009;
d. Application for Retainage Release in the amount of $23,108.10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-122-240-1-733

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

BUDGETARY IMPACT:

A. New contract amount with change order#4 is $231,081.00

B. P.O.# 622455 available balance is $21,935.41 + $10,287.00 (account balance) + $5,058.09(AI-21187 Transfer) = $37,280.50, in which a PO increase in pending once transfer has posted.

FISCAL YEAR: 2010 ACCT. #: 0-1311-206-00-000-020-0-000

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

BUDGETARY IMPACT:

D. Retainage account has a balance of $19,380.05 + $3,728.05(final payment retainage) = $23,108.10(Total Retainage)

Attachments

Link: Application for Payment Final El Charro Subdivision

Link: Certificate of Construction Completion El Charro Subdivision

Link: Application for Payment Retainage Release El Charro Subdivision

Link: change order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/12/2010 03:25 PM	APRV
2	Purchasing Department	Marty Salazar	05/13/2010 10:08 AM	APRV
3	Budget & Management	Erika Zamora	05/13/2010 10:57 AM	APRV
4	Roland Garcia	Rolando Garcia	05/14/2010 01:51 PM	APRV
5	Auditor's Office		05/14/2010 05:49 PM	NEW

Form Started By: Marcie Jackson Started On: 05/12/2010 09:53 AM

Final Approval Date: 05/14/2010

APPLICATION FOR FINAL PMT

AE-21180 5/18/10

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Alvarez Construction (CONTRACTOR)
Contract: C-CAP-09-001-04-21
Project: El Charro #2
OWNER's Contract No. C-CAP-09-001-04-21 ENGINEER's Project No. ENG05.012K
For Work accomplished through the date of: 4-Mar-2010

1.	Original Contract Price:		$ 194,300.50
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 36,780.50
3.	Current Contract Price (1 plus 2):		$ 231,081.00
4.	Total completed and stored to date:		$ 231,081.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 23,108.10	
	10% of stored material:	$ -	
	Total Retainage:		$ 23,108.10
6.	Total completed and stored to date less retainage (4 minus 5):		$ 207,972.90
7.	Less previous Application for Payments:		$ (174,420.45)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 33,552.45

Accompanying Documentation:

REQ# 153732 P.O.#622455
0-1311-431-00-122-240-1-733→$37,280.50
<-3,728.05>=$33,552.45

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 FINAL PMT 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 Payment is in accordance with the Contract Documents and not defective.

Dated 8-Mar-10
Alvarez Construction
CONTRACTOR
By: Homero Alv

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of March
Norma Vera
Notary Public
My Commission expires: 3-10-13

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-Mar-10
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: Jesus G. Mata P.E. 3/9/2010

INVOICE RECEIVED BY: Maria Jackson ON 3/15/10
GOODS/SERVICES RECEIVED BY: Maria Jackson ON 3/16/10

Schedule of Values

Contractor Name:	Alvarez Construction		
Starting Date:	8-May-2009	Time Stopped:	30-Jul-2009
Time Restarted	9-Nov-2009	Project End Date:	15-Nov-2009
Retainage Percent:	10%		

Application:	FINAL PMT
Application Date:	8-Mar-2010
Period To:	4-Mar-2010
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #4 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-001-04-21	El Charro #2	$ 194,300.50	$ 196,300.50	$ 215,735.91	$ 226,022.91	$ 231,081.00	$ 66,414.00	$ 6,641.40	$ 59,772.60	$ 45,976.00	$ 4,597.60	$ 41,378.40	$ 81,410.50	$ 8,141.05	$ 73,269.45	$ 37,280.50	$ 3,728.05	$ 33,552.45	$ 231,081.00	$ 23,108.10	$ 207,972.90	$ 174,420.45	$ -
	TOTALS:	$ 194,300.50	$ 196,300.50	$ 215,735.91	$ 226,022.91	$ 231,081.00	$ 66,414.00	$ 6,641.40	$ 59,772.60	$ 45,976.00	$ 4,597.60	$ 41,378.40	$ 81,410.50	$ 8,141.05	$ 73,269.45	$ 37,280.50	$ 3,728.05	$ 33,552.45	$ 231,081.00	$ 23,108.10	$ 207,972.90	$ 174,420.45	$ -

Quantity Worksheet

Contractor Name: Alvarez Construction
Starting Date: 8-May-2009
Project Ending Date: 15-Nov-2009
Engineer's / County Project Desc: El Charro #2

Application: FINAL PMT
Application Date: 8-Mar-2010
Period To: 4-Mar-2010
Engineer's / County Project No.: ENG05.012K

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Change Order #4 Revised Schedule Value			Application #1			Application #2			Application #3			Final Application			Total to Date	Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
1	402	Trench Excavation Protection	LF	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	591.00	591.00	$ 2,364.00	279.00	870.00	$ 1,116.00		870.00	$ -		870.00	$ -	$ 3,480.00	0.00	$ -
2	432	Concrete Riprap (CL C)	CY	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00		-	$ -		-	$ -		-	$ -	5.00	5.00	$ 2,500.00	$ 2,500.00	0.00	$ -
3	464	RCP (CL III)(18")	LF	$ 30.00	291.00	$ 8,730.00	$ 30.00	291.00	$ 8,730.00	$ 30.00	370.00	$ 11,100.00	$ 30.00	370.00	$ 11,100.00	$ 30.00	370.00	$ 11,100.00	291.00	291.00	$ 8,730.00		291.00	$ -		291.00	$ -	79.00	370.00	$ 2,370.00	$ 11,100.00	0.00	$ -
4	464	RCP (CL III)(24")	LF	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	383.00	383.00	$ 15,320.00		383.00	$ -		383.00	$ -		383.00	$ -	$ 15,320.00	0.00	$ -
5	464	RCP (CL III)(30")	LF	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00		-	$ -	308.00	308.00	$ 13,860.00		308.00	$ -		308.00	$ -	$ 13,860.00	0.00	$ -
6	465	Inlet (Ty A)	EA	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	7.00	7.00	$ 28,000.00	2.00	9.00	$ 8,000.00		9.00	$ -		9.00	$ -	$ 36,000.00	0.00	$ -
7	465	Inlet (Ty C)	EA	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	1.00	1.00	$ 4,000.00		1.00	$ -		1.00	$ -		1.00	$ -	$ 4,000.00	0.00	$ -
8	465	Inlet (Ty F2)	EA	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00		-	$ -	3.00	3.00	$ 18,000.00		3.00	$ -		3.00	$ -	$ 18,000.00	0.00	$ -
9	465	Manhole (Ty A)	EA	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00		-	$ -	1.00	1.00	$ 3,000.00		1.00	$ -		1.00	$ -	$ 3,000.00	0.00	$ -
10	467	Safety End Treatments (6:1)	EA	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	4.00	4.00	$ 8,000.00		4.00	$ -		4.00	$ -		4.00	$ -	$ 8,000.00	0.00	$ -
11	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 6.50	9,887.00	$ 64,265.50	$ 6.50	9,887.00	$ 64,265.50	$ 6.50	12,455.00	$ 80,957.50	$ 6.50	12,455.00	$ 80,957.50	$ 6.50	12,572.00	$ 81,718.00		-	$ -		-	$ -	9,887.00	9,887.00	$ 64,265.50	2,685.00	12,572.00	$ 17,452.50	$ 81,718.00	0.00	$ -
12	529	Concrete Valley Gutter (4-Ft)	LF	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00		-	$ -		-	$ -	420.00	420.00	$ 7,560.00		420.00	$ -	$ 7,560.00	0.00	$ -
13	530	Driveways (CONCRETE)	SY	$ 27.00	355.00	$ 9,585.00	$ 27.00	355.00	$ 9,585.00	$ 27.00	368.83	$ 9,958.41	$ 27.00	749.83	$ 20,245.41	$ 27.00	909.00	$ 24,543.00		-	$ -		-	$ -	355.00	355.00	$ 9,585.00	554.00	909.00	$ 14,958.00	$ 24,543.00	0.00	$ -
14		Inlet Adjustment	EA	$ -	0.00	$ -	$ 1,000.00	2.00	$ 2,000.00	$ 1,000.00	2.00	$ 2,000.00	$ 1,000.00	2.00	$ 2,000.00	$ 1,000.00	2.00	$ 2,000.00		-	$ -	2.00	2.00	$ 2,000.00		2.00	$ -		2.00	$ -	$ 2,000.00	0.00	$ -
		Total				$ 194,300.50			$ 196,300.50			$ 215,735.91			$ 226,022.91			$ 231,081.00			$ 66,414.00			$ 45,976.00			$ 81,410.50			$ 37,280.50			$ -

Prepared and Checked By:

Prepared and Checked By:

Printed Name: Javier Gutierrez

Signature:

Date: 8-Mar-2010

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 10 DAY OF December 2009, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: April 21, 2009
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: Alvarez Construction. OF THE CITY OF Donna STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF El Charro Subdivision

CONTRACT-NO.: C-CAP-09-001-04-21 located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	$194,300.50
	Present Amount of Contract	$231,081.00
	Total Amount of earned to date	$231,081.00
	Less: previous payments	$174,420.45
	Balance	$ 56,660.55
	Authorized deductions	$ 00.000.00
	AMOUNT OF FINAL PAYMENT	$ 56,660.55

6. That the final payment in the amount of $ Fifty six thousand six hundred sixty dollars and fifty five cents ($ 56,660.55) is now due and payable.

Jun G Mar P.E 3/9/2010
Engineer's Signature

CONCURRED BY:

Homero Alvarez
CONTRACTOR'S NAME

BY: Homero Alvarez

TITLE: Owner

CONCURRED BY:

Hidalgo County

AI-21180 5/18/10 R

APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Alvarez Construction (CONTRACTOR)
Contract: C-CAP-09-001-04-21
Project: El Charro #2
OWNER's Contract No. C-CAP-09-001-04-21 ENGINEER's Project No. ENG05.012K
For Work accomplished through the date of: 4-Mar-2010

1.	Original Contract Price:		$ 194,300.50
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 36,780.50
3.	Current Contract Price (1 plus 2):		$ 231,081.00
4.	Total completed and stored to date:		$ 231,081.00
5.	Retainage (per Agreement):		
	0% of completed Work:	$ -	
	10% of stored material:	$ -	
	Total Retainage:		$ -
6.	Total completed and stored to date less retainage (4 minus 5):		$ 231,081.00
7.	Less previous Application for Payments:		$ (207,972.90)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ 23,108.10

Accompanying Documentation:

REQ# 153732 P.O.# 622455
0-1311-206-00-000-020-0-000→$23,108.10
EL CHARRO NO. 2 SUBDIVISION

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 RETAINAGE 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 Payment is in accordance with the Contract Documents and not defective.

Dated 8-Mar-10

Alvarez Construction
CONTRACTOR

By: Homero Alv

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of March

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Norma Vera
Notary Public
My Commission expires: 03-10-2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-Mar-10

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: Luis A. Mas P.E. 3/9/2010

RECEIVED BY: Marcia Dickson ON 3/15/10
SERVICES RECEIVED BY: Marcia Dickson ON 3/15/10

Schedule of Values

Contractor Name:	Alvarez Construction		
Starting Date:	8-May-2009	Time Stopped:	30-Jul-2009
Time Restarted	9-Nov-2009	Project End Date:	15-Nov-2009
Retainage Percent:	10%		

Application:	RETAINAGE
Application Date:	8-Mar-2010
Period To:	4-Mar-2010
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #4 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-001-04-21	El Charro #2	$ 194,300.50	$ 196,300.50	$ 215,735.91	$ 226,022.91	$ 231,081.00	$ 66,414.00	$ 6,641.40	$ 59,772.60	$ 45,976.00	$ 4,597.60	$ 41,378.40	$ 81,410.50	$ 8,141.05	$ 73,269.45	$ 37,280.50	$ 3,728.05	$ 33,552.45	$ 231,081.00	$ 23,108.10	$ 207,972.90	$ 207,972.90	$ -
	TOTALS:	**$ 194,300.50**	**$ 196,300.50**	**$ 215,735.91**	**$ 226,022.91**	**$ 231,081.00**	**$ 66,414.00**	**$ 6,641.40**	**$ 59,772.60**	**$ 45,976.00**	**$ 4,597.60**	**$ 41,378.40**	**$ 81,410.50**	**$ 8,141.05**	**$ 73,269.45**	**$ 37,280.50**	**$ 3,728.05**	**$ 33,552.45**	**$ 231,081.00**	**$ 23,108.10**	**$ 207,972.90**	**$ 207,972.90**	**$ -**

Quantity Worksheet

Contractor Name: Alvarez Construction
Starting Date: 8-May-2009
Project Ending Date: 15-Nov-2009
Engineer's / County Project Desc: El Charro #2

Application: RETAINAGE
Application Date: 8-Mar-2010
Period To: 4-Mar-2010
Engineer's / County Project No.: ENG05.012K

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Change Order #4 Revised Schedule Value			Application #1				Application #2				Application #3				Final Application				Total to Date	Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)		Monthly Quan	QTY to Date	Item Cost (Monthly)		Monthly Quan	QTY to Date	Item Cost (Monthly)		Monthly Quan	QTY to Date	Item Cost (Monthly)			Quan	Dollars
1	402	Trench Excavation Protection	LF	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	$ 4.00	870.00	$ 3,480.00	591.00	591.00	$ 2,364.00		279.00	870.00	$ 1,116.00			870.00	$ -			870.00	$ -		$ 3,480.00	0.00	$ -
2	432	Concrete Riprap (CL C)	CY	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00	$ 500.00	5.00	$ 2,500.00		-	$ -			-	$ -			-	$ -		5.00	5.00	$ 2,500.00		$ 2,500.00	0.00	$ -
3	464	RCP (CL III)(18")	LF	$ 30.00	291.00	$ 8,730.00	$ 30.00	291.00	$ 8,730.00	$ 30.00	370.00	$ 11,100.00	$ 30.00	370.00	$ 11,100.00	$ 30.00	370.00	$ 11,100.00	291.00	291.00	$ 8,730.00			291.00	$ -			291.00	$ -		79.00	370.00	$ 2,370.00		$ 11,100.00	0.00	$ -
4	464	RCP (CL III)(24")	LF	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	$ 40.00	383.00	$ 15,320.00	383.00	383.00	$ 15,320.00			383.00	$ -			383.00	$ -			383.00	$ -		$ 15,320.00	0.00	$ -
5	464	RCP (CL III)(30")	LF	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00	$ 45.00	308.00	$ 13,860.00		-	$ -		308.00	308.00	$ 13,860.00			308.00	$ -			308.00	$ -		$ 13,860.00	0.00	$ -
6	465	Inlet (Ty A)	EA	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	$ 4,000.00	9.00	$ 36,000.00	7.00	7.00	$ 28,000.00		2.00	9.00	$ 8,000.00			9.00	$ -			9.00	$ -		$ 36,000.00	0.00	$ -
7	465	Inlet (Ty C)	EA	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	1.00	1.00	$ 4,000.00			1.00	$ -			1.00	$ -			1.00	$ -		$ 4,000.00	0.00	$ -
8	465	Inlet (Ty F2)	EA	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00	$ 6,000.00	3.00	$ 18,000.00		-	$ -		3.00	3.00	$ 18,000.00			3.00	$ -			3.00	$ -		$ 18,000.00	0.00	$ -
9	465	Manhole (Ty A)	EA	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00		-	$ -		1.00	1.00	$ 3,000.00			1.00	$ -			1.00	$ -		$ 3,000.00	0.00	$ -
10	467	Safety End Treatments (6:1)	EA	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	$ 2,000.00	4.00	$ 8,000.00	4.00	4.00	$ 8,000.00			4.00	$ -			4.00	$ -			4.00	$ -		$ 8,000.00	0.00	$ -
11	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 6.50	9,887.00	$ 64,265.50	$ 6.50	9,887.00	$ 64,265.50	$ 6.50	12,455.00	$ 80,957.50	$ 6.50	12,455.00	$ 80,957.50	$ 6.50	12,572.00	$ 81,718.00		-	$ -		9,887.00	9,887.00	$ 64,265.50		2,685.00	12,572.00	$ 17,452.50			12,572.00	$ 81,718.00		$ 81,718.00	0.00	$ -
12	529	Concrete Valley Gutter (4-Ft)	LF	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00	$ 18.00	420.00	$ 7,560.00		-	$ -			-	$ -		420.00	420.00	$ 7,560.00			420.00	$ -		$ 7,560.00	0.00	$ -
13	530	Driveways (CONCRETE)	SY	$ 27.00	355.00	$ 9,585.00	$ 27.00	355.00	$ 9,585.00	$ 27.00	368.83	$ 9,958.41	$ 27.00	749.83	$ 20,245.41	$ 27.00	909.00	$ 24,543.00		-	$ -			-	$ -		355.00	355.00	$ 9,585.00		554.00	909.00	$ 14,958.00		$ 24,543.00	0.00	$ -
14		Inlet Adjustment	EA	$ -	0.00	$ -	$ 1,000.00	2.00	$ 2,000.00	$ 1,000.00	2.00	$ 2,000.00	$ 1,000.00	2.00	$ 2,000.00	$ 1,000.00	2.00	$ 2,000.00		-	$ -		2.00	2.00	$ -			2.00	$ -			2.00	$ -		$ 2,000.00	0.00	$ -
		Total				$ 194,300.50			$ 196,300.50			$ 215,735.91			$ 226,022.91			$ 231,081.00			$ 66,414.00				$ 45,976.00				$ 81,410.50				$ 37,280.50			$ -

Prepared and Checked By:

Prepared and Checked By:

Printed Name: Javier Gutierrez Date: 8-Mar-2010

Signature:

CHANGE ORDER NUMBER ONE(4)

Project: EL CHARRO SUBDIVISION (ENGO5.012K)

DATE OF ISSUANCE: December 8, 2009 EFFECTIVE DATE: December 8, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER'S CONTRACT NO: C-CAP-09-001-04-21

CONTRACTOR: ALVAREZ CONSTRUCTION
613 FERGUSON RD.
DONNA, TX 78537

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You ar directed to make the following changes in the Contract Documents.

Description:
1. 159.52 SY of concrete driveway were added
2. 177 LF of Curb And Gutter were added

Reason for Change Order:
1. Add additional drivewas to project on Kennedy, Azteca, Maya Streets and Toltec and Toupi Drives.
2. Add additional curb and gutter on Kennedy Street and Toltec and Toupi Drives

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 194,300.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 31,722.41		Net Change from previous Change Orders	38 calendar days
Contract Price prior to this Change Order $ 226,022.91		Contract Time prior to this Change Order Substantial Completion:	113 calendar days or dates
Net Increase(decrease) of this Change Order $ 5,058.09		Net Increase(decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 231,081.00	Net % increase(decrease)from original contract price. 18.90 %	Contract Time with all approved Change Orders Substantial Completion:	113 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

AI-20622 **20.F.1.**

Legend & Non-Legend Pharmaceuticals for Juvenile Justice Center
CC REGULAR

Date:	05/18/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Juvenile Probation

Information

CAPTION

Presentation of bids received for the purposes of award and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for "Hidalgo County Juvenile Justice Center-Legend & Non-Legend Pharmaceuticals" as requested by the Juvenile Probation Board through the executive director, B. Silva project #2010-093-MEG.

BACKGROUND

Subject to approval of Interlocal between Hidalgo County Juvenile Board and Hidalgo County. Interlocal Agreement was placed in the Agenda for approval on 05/18/10 agenda Item # AI-20884

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-32-330-001-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available balance as of 5/14/10 is $11,040.57.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available balance as of 5/14/10 is $44,775.65.

FISCAL YEAR: 2010 **ACCT. #:** 0-1295-423-00-330-028-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available balance as of 5/14/10 is $29,210.29.

Attachments

Link: Tabulation sheet, Memo of recommendation
Link: Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 09:57 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:18 AM	APRV
3	Perla Lopez	Perla Lopez	05/14/2010 04:42 PM	APRV
4	Auditor's Office		05/14/2010 05:49 PM	NEW

Form Started By: Elena Gomez Started On: 03/31/2010 08:12 AM

Final Approval Date: 05/14/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY JUVENILE JUSTICE CENTER

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

DESCRIPTION OF BID: "Legend & Non-Legend Pharmaceuticals and/or Medical Supplies"

BID NO: 2010-093-03-24-MEG	**BUYER I: ELENA GOMEZ**

RFB#	NAME OF COMPANY	ITEM 1		ITEM 2	
1.	**MED-AID PHARMACY** 922 A. South Closner Edinburg, Texas 78539	BRAND NAME			
		% above AWP	_____ %	Blanket Discount	10 %
		% below AWP	7 %	Reg. hours	8 AM-10 PM
		GENERIC		Sat - Sun	9 AM- 9 PM
		% above AWP	_____%		
		% below AWP	20.3 %		
2.					
3.					

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

MEMORANDUM

TO: Hidalgo County Juvenile Justice Center
ATTN: Elena Gaitan

FROM: Elena Gomez. Buyer
Hidalgo County Purchasing Department

DATE: March 25, 2010

RE: Bid No. 2010-09-03-24--MEG HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND & NON-LEGEND PHARMACEUTICALS and/or ACCESSORIES"

Attached you will find one (1) copy of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday March 29, 2010 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday April 6, 2010 @ 10:00 A.M.**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Medaid Pharmac	Solevendor
ACCOUNT: 0-1100-112-32-330-001-0-604 0-1100-42-60-330-002-0-604 0-1295-42-00-330-028-0-604	

Authorized Signature — Printed Name — Date 3-26-10

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-093-05-18

THIS CONTRACT is made and entered into this **18th** day of **May, 2010** by and between the Hidalgo County Juvenile Justice Center (Detention Center and Boot Camp), ("Department"), Hidalgo County, Texas ("County"), and **Med-Aid Inc. dba Med Aid Pharmacy** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Legend & Non-Legend Pharmaceuticals and/or Medical Supplies"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County Juvenile Justice Center (Detention Center and Boot Camp). This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the Hidalgo County Juvenile Justice Center (Detention Center and Boot Camp) or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **May 18, 2010** and expiring on **May 17, 2012** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations

prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	**Med Aid, Inc. dba** **Med Aid Pharmacy** **Attn: Nidia Villarreal-Owner** **922 A. South Closner** **Edinburg, Texas 78539**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Med Aid, Inc. dba
Med Aid Pharmacy
By:_____
Printed Name: _____
Title:_____

APPROVED AS TO FORM
Atlas & Hall, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: **MAY 18, 2010**

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 8, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY JUVENILE JUSTICE CENTER**
Request for Bids -**"Legend and Non-Legend Pharmaceuticals and/or Medical Supplies"**
Bid No: 2010-093-03-24-MEG

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
"LEGEND & NON-LEGEND PHARMACEUTICALS and/or MEDICAL SUPPLIES"
BID NO.: 2010-093-03-24-MEG

1. **Request For Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of__1__ pages.**
4. **Exhibit "B" Bid Page, consists of __2__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of __8__ pages.**
9. **Certification Regarding Debarment __1__ page.**
   (Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

March 8, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY JUVENILE JUSTICE CENTER "LEGEND and NON-LEGEND PHARMACEUTICAL and/or MEDICAL SUPPLIES" BID NO.: 2010-093-03-24-MEG

BID OPENING DATE:
MARCH 24, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

1. Sealed bids will be received for **HIDALGO COUNTY JUVENILE JUSTICE CENTER – "LEGEND & NON-LEGEND PHARMACEUTICALS and/or MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-093-03-24-MEG HIDALGO COUNTY JUVENILE JUSTICE CENTER - LEGEND & NON-LEGEND PHARMACEUTICALS and/or MEDICAL SUPPLIES"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2010-093-03-24-MEG HIDALGO COUNTY JUVENILE JUSTICE CENTER - LEGEND & NON-LEGEND PHARMACEUTICALS and/or MEDICAL SUPPLIES"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY JUVENILE JUSTICE CENTER - LEGEND & NON-LEGEND PHARMACEUTICALS and/or MEDICAL SUPPLIES**" Descriptive information as to

the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY JUVENILE JUSTICE CENTER
1001 N Doolittle Road
Po Box 267
Edinburg, TX 78542
(956) 587-6200
ATTN.: Israel (Buddy) Silva Jr. Chief Probation Officer
Judge Mario E. Ramirez Jr.

17. **Schedule of Events**

Bid Opening, 9:30 AM	**MARCH 24, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or

employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days

at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND & NON-LEGEND PHARMACEUTICALS and/or MEDICAL SUPPLIES"
BID NO.: -2010-093-03-24-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must be submitted with Bid Packet

EXHIBIT "A"
HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND & NON-LEGEND PHARMACEUTICALS
And/or MEDICAL SUPPLIES"
BID NO: 2010-093-03-24-MEG

PROJECT OVERVIEW:

Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) is seeking vendors to provide the purchase of Legend (prescribed) & Non-Legend (non- prescribed) Pharmaceuticals and/or Medical Supplies on an **"AS NEEDED BASIS ONLY"** for Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp). Hidalgo County Juvenile Justice Center will be picking up all medication(s) unless otherwise advise.

When and if necessary Juvenile Justice Center will order for delivery to the two (2) locations listed below:

LOCATIONS:

- Delivery address: 1001 N. Doolittle Road (Detention Center)
  Edinburg, Texas 78542

- Delivery address: 1711 N. Bridge
- Weslaco, Texas 78596

Legend items (prescribed) will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations.

Non-legend items (non-prescribed) bid information will be furnished to Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp).

The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases on non-legend (non-prescription) drugs.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, The Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service for the bid price.

Hidalgo County Juvenile Justice Center has the right to add or delete any items on the bid.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

ITEM 1: ***Legend items (prescribed)***

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:
   _____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:
   _____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m.

Note: ***all legend items will be ordered and picked up during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be ready to pick up within a six to eight hour time frame.***

C. The Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.
- Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).

D. The Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM 2: ***Non-legend items (non-prescribed)***

Bidder(s) will supply the Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) of non-prescription drugs for the contract period. Non-prescribed items will be ordered approximately every month on a one-time per month basis. The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases by Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) on non-legend (non-prescription) drugs.

A. Blanket discount for non-prescription drugs. _____%

B. Regular business hours are from _____ a.m. to _____ p.m.

Note: ***all non-legend items will be ordered and picked up during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be ready to be picked up with a six to eight hour time frame.***

REQUIREMENTS:

Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) has attached the most current medications utilized by the department. *Medication list including but not limited to.*

1. Bidder(s) must possess a Class "A" **ONLY** License as defined in Section 5 of the Texas Pharmacy Act, under the Texas Pharmacy Act and related regulations.

2. Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) has attached the most current medications utilized by the department including but not limited to.

3. Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) reserves the right to add or delete more items to the contract

4. Bidder must be located in the **Edinburg, Texas area only.**

5. Bidder will provide stock bottles (upon request) when ordered.

6. All legend(prescribed) items will be ordered and picked up during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be ready to be picked up within a six to eight hour time frame.

7. The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

8. The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.
    - Name:
    - Business and Cell Phone Numbers:

9. The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the attending Nurse for the Department's Records.

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis". Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MARCH 17, 2010 by 5:00 P.M. RESPONSES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN MARCH 19, 2010 by 5:00 P.M.

HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2010-093-03-24-MEG

ITEM 1: ***Legend items (prescribed)***

A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**)

1. **"Brand Name"** Percentage above or below AWP:

_____% above AWP OR _____% below AWP

2. **"Generic Brand"** Percentage above or below AWP:

_____% above AWP OR _____% below AWP

B. Regular business hours are from _____ a.m. to _____ p.m.

ITEM 2: ***Non-legend items (non-prescribed)***

Bidder(s) will supply the Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) of non-prescription drugs for the contract period. Non-legend items (non-prescribed) will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) a percentage discount from retail on all purchases by Hidalgo County Juvenile Justice Center (Detention Center, Boot Camp) on non-legend (non-prescription) drugs.

A. Blanket discount for non-prescription drugs. _____%

B. Regular business hours are from _____ a.m. to _____ p.m.

EXHIBIT "A"

HIDALGO COUNTY JUVENILE JUSTICE CENTER
"LEGEND and NON-LEGEND PHARMACEUTICALS"
BID NO: 2010-093-03-24-MEG

MOST CURRENT MEDICATION USED FROM THE DEPARTMENT

	NAME OF DRUG	MG
1	ABILIFY	5 MG/10 MG & 15 MG
2	CEFDRNIR	300MG
3	CONCERTA	18 MG/36 MG
4	FOCALIN XR	
5	DIVALPROEX SOD	500 MG
6	VYVANSE	50 MG
7	FLUOXETINE	20mg
8	RISPERIDONE	0.5mg, 1mg & 2mg
9	TRAZODONE	50 MG/100 MG
10	CLONIDINE	0.1mg and 0.2mg
11	SERROQUEL	100mg, 200mg 300mg
12	LEXAPRO	5 MG/10 MG & 20MG
13	ZYPREXA	5mg
14	GEODON	80mg
15	OXCARBAXEPINE	150 MG/300 MG
16	CITALOPRAM --(CELEXA)	40mg
17	DAYTRANA DIS	30mg/9hr
18	BUSIPRONE	10mg
19	EFFEXOR XR	37.5
20	SYMBYAX	12-25mg
21	PHENYTOIN	100mg
22	SERTRALINE (ZOLOFT)	
23	HYRDOZYZINE	25mg

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS
And/or MEDICAL SUPPLIES"
BID NO: 2010-093-03-24-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	_____%
% below AWP	_____%
Generic Brand	
% above AWP	_____%
% below AWP	_____%
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

Blanket discount for non-prescription drugs	_____%
Regular business hours are from	_____a.m. to _____ p.m.

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS
And/or MEDICAL SUPPLIES"
BID NO: 2010-093-03-24-MEG

	NAME OF DRUG	MG	
1	ABILIFY	5 MG	
2	CEFDRNIR	300MG	
3	CONCERTA	18 MG	
4	CONCERTA	36 MG	
5	DIVALPROEX SOD	500 MG	
6	VYVANSE	50 MG	
7	FLUOXETINE	20MG	
8	RISPERIDONE	1 MG	
9	TRAZODONE	50 MG	
10	TRAZODONE	100 MG	
11	SERROQUEL	100 MG	
12	LEXAPRO	5 MG	
13	LEXAPRO	10 MG	
14	LEXAPRO	20 MG	
15	OXCARBAXEPINE	300 MG	
16	OXCARBAXEPINE	150 MG	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

INSR LTR	TYPE OF INSURANCE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Counties of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 10/29/2015

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-093-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2010 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Legend & Non-Legend Pharmaceuticals"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Juvenile Justice Center**. 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

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Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Juvenile Justice Center** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years,** commencing on _____, 2010 and expiring on _____, 2012 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

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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.

DRAFT

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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____
Printed Name: _____
Title:_____

DRAFT

EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY JUVENILE JUSTICE CENTER

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

DESCRIPTION OF BID: "Legend & Non-Legend Pharmaceuticals and/or Medical Supplies"

BID NO: 2010-093-03-24-MEG | **BUYER I: ELENA GOMEZ**

RFB#	NAME OF COMPANY	ITEM 1		ITEM 2	
1.	**MED-AID PHARMACY** 922 A. South Closner Edinburg, Texas 78539	BRAND NAME			
		% above AWP	____ %	Blanket Discount	10 %
		% below AWP	7 %	Reg. hours	8 AM-10 PM
		GENERIC		Sat - Sun	9 AM- 9 PM
		% above AWP	____%		
		% below AWP	20.3 %		
2.					
3.					

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS
And/or MEDICAL SUPPLIES"
BID NO: 2010-093-03-24-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	_____ %
% below AWP	7 %
Generic Brand	
% above AWP	_____ %
% below AWP	20.3 %
Regular business hours are from	8 a.m. to 10 p.m.

Item 2

Blanket discount for non-prescription drugs	10 %
Regular business hours are from	8 a.m. to 10 p.m.

Monday - Friday
Sat & Sun
9-9

OPENED
9:54am
MAR 24 2010

Witnessed

EXHIBIT "B"
"LEGEND & NON-LEGEND PHARMACEUTICALS
And/or MEDICAL SUPPLIES"
BID NO: 2010-093-03-24-MEG

	NAME OF DRUG	MG	
1	ABILIFY	5 MG	
2	CEFDRNIR	300MG	
3	CONCERTA	18 MG	
4	CONCERTA	36 MG	
5	DIVALPROEX SOD	500 MG	
6	VYVANSE	50 MG	
7	FLUOXETINE	20MG	
8	RISPERIDONE	1 MG	
9	TRAZODONE	50 MG	
10	TRAZODONE	100 MG	
11	SERROQUEL	100 MG	
12	LEXAPRO	5 MG	
13	LEXAPRO	10 MG	
14	LEXAPRO	20 MG	
15	OXCARBAXEPINE	300 MG	
16	OXCARBAXEPINE	150 MG	

BIDDER/COMPANY NAME: Med-Aid Pharmacy
ADDRESS: 922 A. So. Closner
CITY/STATE/ZIP CODE: Edinburg Tx 78539
PHONE & FAX NO.'S: 956 381-5646
CELL PHONE: 956 605-4667
AUTHORIZED SIGNATURE: Nidia Villareal
PRINTED NAME: Nidia Villarreal
TITLE: Pres.
EMAIL ADDRESS: Medaidmedical@cs.com

OPENED
9:54am
MAR 2 4 2010
Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NO MEDAI-1

DATE (MM/DD/YYYY) 03/15/10

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax:956-630-4015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Med Aid, Inc. dba
Med Aid Pharmacy
922 A. South Closner
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X Limit Pharmacist GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	BOP2349503	02/22/10	02/22/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA2576151	02/22/10	02/22/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY OCCUR [ ] CLAIMS MADE DEDUCTIBLE X RETENTION $10,000	CU2351238	02/22/10	02/22/11	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALCO

Hidalgo County Juvenile
Justice Center
2812 S Business Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

Chris Walton

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO.	COMPANY	[X] COMMERCIAL	[ ] PERSONAL
800-443-2534	America First Insurance		

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
BA2576151	02/22/10	02/22/11

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
2007	Ford Ranger	1FTY10D07PA49346

AGENCY
Shepard Walton King Ins. Group
Cynthia Cabaza, CIC
P. O. Box 1630
McAllen, TX 78505-1630

AGENCY PHONE NO.
956-682-2841

INSURED

Med Aid, Inc. dba
Med Aid Pharmacy
922 A. South Closner
Edinburg, TX 78539

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

Tarjeta de Seguro de Responsabilidad de Texas
Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de $15 por día).

Texas Liability Insurance Card
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

ACORD 50 TX (2009/11)

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TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO. 800-443-2534
COMPANY: America First Insurance
[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: BA2578181
EFFECTIVE DATE: 02/22/10
EXPIRATION DATE: 02/22/11

YEAR: 2006
MAKE/MODEL: Ford Ranger
VEHICLE IDENTIFICATION NUMBER: 1FTYR10D26PA88454

AGENCY:
Shepard Walton King Ins. Group
Cynthia Cabaza, CIC
P. O. Box 1630
McAllen, TX 78505-1630

AGENCY PHONE NO.: 956-682-2841

INSURED:
Med Aid, Inc. dba
Med Aid Pharmacy
922 A. South Closner
Edinburg, TX 78539

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

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Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de $15 por día).

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- motor vehicle registration
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- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

ACORD 60 TX (2008/11)

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AI-20884 **20.F.2.**

Interlocal-Hidalgo County and Juvenile Board

CC REGULAR

Date:	05/18/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Juvenile Probation

Information

CAPTION

Discussion and action on an "Interlocal Cooperation Agreement" between Hidalgo County and the Hidalgo County Juvenile Board in connection with procurement services to be provided by the Hidalgo County Purchasing Department as requested and required by the Juvenile Probation Board (through the direction of the Director/Chief Juvenile Probation Officer, Mr. Israel "Buddy" Silva).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-350

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

BUDGETARY IMPACT:

Available balance as of 5/14/10 is $645.14.

Attachments

Link: Interlocal Documentation

Link: Correspondence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 10:03 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:19 AM	APRV
3	Perla Lopez	Perla Lopez	05/14/2010 01:43 PM	APRV
4	Auditor's Office		05/14/2010 05:49 PM	NEW

Form Started By: Vangie Garcia Started On: 04/20/2010 05:20 PM

Final Approval Date: 05/14/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY JUVENILE BOARD
AND HIDALGO COUNTY

THIS AGREEMENT is made on this the 18th day of May , 2010, by and between **HIDALGO COUNTY JUVENILE BOARD,** hereinafter referred to as "Board", and **HIDALGO COUNTY**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Board currently utilizes the procurement services of County for expediency and efficiency;

WHEREAS, Board and County desire to reduce their practice of procurement to a written document;

WHEREAS, the parties hereto have determined it is beneficial to both parties to continue this relationship and that the compensation to County hereunder is reasonable for the services provided by County to Board; and

WHEREAS, Board and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. Duties of County.

County agrees to provide employee (s) in the County Purchasing Department for provision of procurement services for the Board who shall utilize purchasing procedures as specified in the Texas Local Government Code. .

2. Additional Services. County may, upon request by the Board, provide any additional services upon such terms and conditions as may be mutually agreed to between Board and County.

3. Term of Agreement. Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one (1) year periods unless prior to any anniversary date hereof, any party notifies the other in writing at

least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

4. **Compensation of County**. County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the Board within five (5) business days after receipt by the Board of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to Board, then County shall have the right to terminate this Agreement upon ten (10) days written notice.

5. Miscellaneous.

A. This Agreement may be modified or amended only by agreement in writing executed by the Board and County, and not otherwise.

B. This Agreement, including any exhibit attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

C. Except as elsewhere provided herein, this Agreement is not assignable by either County or Board, in whole or in part. Notwithstanding anything to the contrary herein, the Board may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.

E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

F. County shall at all times be deemed an independent contractor with the Board and this Agreement shall not be deemed to constitute the County as a partner or joint venture with Board.

G. Nothing herein contained shall be construed as prohibiting County from entering into agreements with other parties, which agreements are similar

in nature or which contemplate activities similar to this Agreement.

H. **Notice**. Addresses for all notices, requests, demands or other documents which may be required to be given or delivered in accordance with the Agreement are as follows:

District: Hidalgo County Juvenile Board
P. O. Box 267
Edinburg, Texas 78540

County: Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

I. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

K. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

L. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

M. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the

expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY, TEXAS

_____
Rene E. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY
JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

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

By: _____
Stephen L. Crain

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The Board agrees to pay County Annually and in advance:

1. For performing the duties set forth under this Agreement the sum of $1.00 annually.

2. For providing Additional Services referred to in numbered paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and Board.

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, April 26, 2010 11:51 AM
To: raul.silguero@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us
Cc: 'Ramon'; 'Darlene Betancourt'; 'Oscar Garza'; 'Evangelina Garcia'; 'Leticia Saenz'; rocio.villarreal@co.hidalgo.tx.us
Subject: FW: Juvenile Probation Pending Projects

Mr. Silguero:
I guess we got our answer.
What do you suggest next.
Marty

From: buddy.silva@jpd.co.hidalgo.tx.us [mailto:buddy.silva@jpd.co.hidalgo.tx.us]
Sent: Monday, April 26, 2010 11:19 AM
To: 'Martha Salazar'
Subject: RE: Juvenile Probation Pending Projects

Marty, I currently do not have any funds budgeted to contribute for these services. Steve did advise me that in order to satisfy the inter-local agreement a dollar amount would need to be included in Exhibit A even if it was $1.00. Therefore, I would agree to the $1.00 amount to be included in Exhibit A.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 21, 2010 11:55 AM
To: buddy.silva@jpd.co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; raul.silguero@co.hidalgo.tx.us
Cc: 'Vangie'; 'Sandy Suarez'; elena.gomez@co.hidalgo.tx.us; 'Ramon'; 'Darlene '; oscarg.garza@co.hidalgo.tx.us
Subject: FW: Juvenile Probation Pending Projects
Importance: High

Mr. Silva:
As you are aware, Mr. Steve Crain has drafted for your review, an inter-local agreement between the Hidalgo County Juvenile Board, aka, Board of Judges and Hidalgo County (Commissioners Court) for the provision of procurement services. Mr. Crain wants to now start drafting contracts procured through the Hidalgo County Purchasing Department to read Hidalgo County CC on behalf of the Hidalgo County Juvenile Board. This recommendation from Mr. Crain is based on the fact that the Juvenile Probation Department (as per AG Opinion DM-460) is considered a separate body and thus an inter-local is warranted. The Hidalgo County Purchasing has been providing all the procurement needs for Juvenile Probation. As the Juvenile Probation department has grown to include a new detention facility, so has the time and staffing needed in providing procurement services. Therefore, we are requesting that you submit to us the contribution the Juvenile Probation Department is prepared to offer Hidalgo County to off-set the const for these services. We have projects as detailed herein that are pending award and would like to present the inter-local agreement to Commissioners Court for action. Please respond as soon as possible.
Respectfully,
Marty Salazar

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, April 19, 2010 2:48 PM
To: 'Martha Salazar'
Cc: 'Sandy Suarez'; 'Elena Gomez'
Subject: Juvenile Probation Pending Projects
Importance: High

AI-21222 **20.G.1.**

Requesting Approval of Amendment One to Lease-Bridgepoint Insurance
CC REGULAR

Date:	05/18/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Tax Office

Information

CAPTION

Approval of Amendment One to Lease between the County of Hidalgo and the State of Texas Registration and Title Systems (RTS) of the current agreement for the use of State of Texas Automation Equipment to reflect additional equipment at subcontractor, Bridgepoint Insurance in Hidalgo, Texas with authority of County Judge to executed modified Amendment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Available balance as of 5/14/10 is $189,812.00. Expense will be reimbursed by Bridgepoint.

Attachments

Link: Amendment Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2010 04:00 PM	APRV
2	Budget & Management	Erika Zamora	05/14/2010 04:01 PM	APRV
3	Perla Lopez	Perla Lopez	05/14/2010 05:05 PM	APRV
4	Auditor's Office		05/14/2010 05:49 PM	NEW

Form Started By: Rocio Villarreal — Started On: 05/14/2010 01:48 PM

Final Approval Date: 05/14/2010

Office of Tax Assessor-Collector
COUNTY of HIDALGO

RECEIVED
MAY 06 2010
By SM 8:49 AM



Armando Barrera Jr., RTA
Assessor and Collector

Auto License
2804 S. Bus. Hwy. 281

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2158 • Fax (956) 318-2191

Memorandum

To: Martha L. Salazar
Purchasing Agent

From: Armando Barrera Jr.
Tax Assessor & Collector

Date: April 29, 2010

Subject: Amendment to TX DOT Contract

We would like to amend the TX DOT Subcontractor Contract. Bridepoint Insurance would like to sub-lease two additional Registration & Title System at $1,500.00 per year. We would appreciate if this amendment can be placed for consideration and approval at the next Hidalgo County Commissioner's Court meeting. We will need back the original Amendment signed by the County Judge along with the Commissioner's Court date approved.

Items to be placed on agenda:

A. Presentation for discussion, consideration, acceptance and approval of a modification to Amendment One (Lease of State of Texas Registration and Title System (RTS) Information Resources and Support) of the current agreement for the use of State of Texas Automation Equipment to reflect additional equipment at subcontractor Bridgepoint Insurance in Hidalgo, Texas, thus bringing the current total to 19 sub-contractors, 4 RSPS sub-leased, 8 RSPS leased by county and 6 DTA units with authority of County Judge to execute modified Amendment.

B. Presentation for discussion, consideration, acceptance and approval of authority for the Hon. Armando Barrera, Jr. Hidalgo County Tax Assessor-Collector or Agent to execute modified Amendment.

HS/sc

Tax Office Sub-Stations

509 Earling Rd.
San Juan, TX 78589
(956) 283-1645
Fax (956) 283-1855

1902 Joe Stephen
Weslaco, TX 78596
(956) 973-7825
Fax (956) 973-7829

702 Breyfogle Rd.
Mission, TX 78575
(956) 581-8898
Fax (956) 580-7425

300 E. Hackberry
McAllen, TX 78501
(956) 686-6790
Fax (956) 994-0232

STATE OF TEXAS (Rev. January, 2006)

COUNTY OF Hidalgo

AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of Hidalgo, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated _____.

In addition to the provisions of the original county agreement, TxDOT's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Transportation.

* * *

The County of Hidalgo, Texas will lease _____ additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
Bridgepoint	New	506 W Expwy 83 McAllen TX 78501	2

County Judge Date:

Hidalgo County

Rebecca Davio, Ph.D., Director Vehicle Titles and Registration Division Date:

EXHIBIT "A" To Amendment One
State of Texas, County of Hidalgo

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased **at County expense** from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement".
2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be $1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of $2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year the remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDOT. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDOT will compute final costs and the county will be billed in accordance with paragraph 4 above.

No.	Item Type	County Site	Quantity	Annual per Item Cost	Total Annual Costs
1.	Workstation, Basic*		(2)	$1,500.00	$3,000.00
2.	Remote Sticker Printing System (Renewal)			600.00	
3.	Remote Sticker Printing System (DTA)			600.00	
4.	Uninterrupted Power Supply			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	$2,500.00
				Annual Leasing Fee	$5,500.00

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.

Attachment 2

Armando Barrera Jr.
Tax Assessor & Collector
Subcontractors
Proposed As of April 29, 2010

Subcontractors

Leased with County at No Cost*
1. HEB Edinburg #1 Closner
2. HEB Edinburg #2 Freddy
3. HEB Elsa Crockett
4. HEB McAllen #3 S. 10th
5. HEB McAllen #4 N. 10th
6. HEB McAllen #1 Pecan
7. HEB Palmview Expressway
8. HEB Mission Plus Expressway
9. HEB Mission #2 Griffin
10. HEB Mission #1 Conway
11. HEB Donna Miller
12. HEB Weslaco #1 Texas
13. HEB Weslaco #2 West Gate
14. HEB Mercedes Texas
15. HEB Pharr Business 83
16. HEB Suan Juan Expressway
17. HEB Alamo Frontage
18. Guzman Insurance

Leased with County at $1,500.00 / Year*
1. Bridgepoint Insurance (4 RTS)

Leased with County at $600.00 / Year*
1. Frank Smith Toyota
2. Frank Smith Hyundai
3. Bert Ogden Motors
4. Bert Ogden Nissan
5. Bert Odgen Chevrolet
6. Charles Clark Chevrolet

Leased with TXDOT at $1,500 / Year
1. Edinburg Office (1 RTS)
2. San Juan Office (2 RTS)
3. Mission Office (5 RTS)

* Plus $5,000 Surety Bond Per Work Station

Hermelinda Esparza

From: David R. Cantu [dcantu@bpihidalgo.com]
Sent: Monday, March 01, 2010 2:47 PM
To: hermelinda.esparza@taxoffice.co.hidalgo.tx.us
Subject: McAllen Office

Hermelinda,

The address for the McAllen location is:

506 W. Expressway 83
McAllen, TX 78501

I'd like to request 2 workstations for this location.

Please let me know if you require further information.

David R. Cantu
Bridgepoint Insurance Agency & Permit Center, LLC
210 N. International Blvd
Hidalgo, TX 78557
(956) 843-8747
(956) 843-7414 fax

AI-21158 **20.H.2.**

Award of bid - Hidalgo County Sale of Scrap Metal

CC REGULAR

Date:	05/18/2010
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Co. Wide

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder "TDS Recycling Corporation" meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - Sale of Scrap Metal" Bid No. 2010-024-03-24-ERT.

BACKGROUND

There is no current contract

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Revenue Account:
0-1100-360-00-000-000-0-000 - Revenues to be received due to sale of scrap metal.

Attachments

Link: CONTRACT

Link: MEMO'S, PARTICIPATION LOG, BID TABULATION SHEET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 10:04 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:40 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/13/2010 11:23 AM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 12:07 PM	APRV

Form Started By: Eric Trevino Started On: 05/11/2010 09:54 AM

Final Approval Date: 05/14/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-024-05-18

THIS CONTRACT is made and entered into this 18TH Day Of May, 2010 by and between the County Of Hidalgo, Texas ("County"), and TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sale Of Scrap Metal"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **May 18, 2010** and ending on **May 17, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) 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	**TDS Recycling Corporation dba** **Weslaco Scrap Metal & Tesoro Metals Recycling** **4515 N. 10th Street** **McAllen, Texas 78504**

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. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 8, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"SALE OF SCRAP METAL"**
Bid No: 2010-024-03-24-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626. Ext 4882 (Eric)

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"SALE OF SCRAP METAL"
Bid No: 2010-024-03-24-ERT

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 3 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
   (Must be submitted with bid).
5. **Attachment No. 1 consisting of 1 page.**
6. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid, if applicable).
7. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
8. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid, if applicable).
9. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
10. **Certification Regarding Debarment, consist of 1 page.**
    (Must be submitted with bid).
11. **Draft Service Contract, consisting of 7 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

March 8, 2010
Date

Bid No: 2010-024	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"SALE OF SCRAP METAL"

BID OPENING DATE:

March 24, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "SALE OF SCRAP METAL"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-024-03-24-ERT HIDALGO COUNTY - "SALE OF SCRAP METAL"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-024-03-24-ERT RFB-HIDALGO COUNTY – "SALE OF SCRAP METAL".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY - "SALE OF SCRAP METAL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 24, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO.: 2010-024-03-24-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking qualified companies to establish a contract for "Sale of Scrap Metal" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS
Vendor is responsible for, disposal or recycling of any scrap metal(s) purchased from Hidalgo County under this contract. Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

1. Hidalgo County will sale scrap metal on an as needed basis.

2. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall Comply with all federal, state, and local laws, rules, regulations, ordinances, and Pertinent policies.

3. Vendor(s) submitting bid must possess all applicable permits and licenses required (attach copies of permit(s) and license(s) with bid).

4. BID PAGE - Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

5. All Hidalgo County Precincts / Departments are able to utilize the services.

6. Vendor(s) must provide weight ticket to coincide with fee, and weight ticket must be submitted to the designated department user so that it can be submitted to the Budget and Auditor's Office.

7. Vendor(s) must have a (press, grinder or shredder, etc) for the aluminum and tin (e.i. license plates, etc.). Hidalgo County will take the license plates to vendor's site (shredding will be verified by Hidalgo County personnel). The vendor(s) must allow Hidalgo County access to their facility/facilities, to ensure the (e.i. license plates, etc) are being disposed of properly and not misused.

8. Vendor(s) shall have and maintain, under its direct employment and supervision, the necessary organization and facility/facilities to fulfill the services required.

9. All prices for disposition, time and labor must be taken into consideration. Such Fee must be included in the price per pound/ton.

Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

OPTION 1: Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis.

OPTION 2: Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:

- All prices for removals, disposition, time and labor must be taken into Consideration. Such fee must be included in the price per pound/ton.
- Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment No 1 for list of bin placement locations). Attachment No 1 – ONLY applies to OPTION 2.
- Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods (See Attachment No 1).
- Vendor is responsible for safe, proper and legal transportation.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", insurance requirements), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerks Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Additional information:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, March 17, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than March 19, 2010 at 5:00 P.M.

"EXHIBIT B"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT
BID PAGE

DESCRIPTION	FEE
OPTION 1 - Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

DESCRIPTION	FEE
OPTION 2 – Removal-Pickup and Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

Attachment No. 1

Only applies to **OPTION 2**

LIST OF BIN PLACEMENT LOCATIONS

Hidalgo County Precinct No. 1

Sunrise Hill – Weslaco, TX
Donna Collection Site
Mercedes Collection Site
Monte Alto Collection Site

Hidalgo County Precinct No. 4

Primary Recovery Center- 1101 North Doolittle Road - Edinburg, TX

Hidalgo County Sheriff's Office

Motor Pool – 711 El Cibolo Road – Edinburg, TX

*Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU- ☐ OTHER STORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity *Date*

Adopted 05/29/2001

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ Black American
❒ Hispanic American
❒ Asian Pacific American

❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

NOTE: Vendor submitted and responded to the "Option I" of the RFB-Bid Page.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County	
BID OPENING DATE: March 24, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "Sale of Scrap Metal"	
BID NO: 2010-024-03-24-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	OPTION 1 Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis		OPTION 2 Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:	
	Price Per Pound	Price Per Ton	Price Per Pound	Price Per Ton
TDS Recycling Corporation **DBA: Weslaco Scrap Metal and Tesoro Metals Recycling**	$.055.00	$110.00	NO BID	NO BID

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

"EXHIBIT B"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT
BID PAGE

DESCRIPTION	FEE
OPTION 1 - Sale of Scrap Metal	Price Per Pound: $.055
	And
	Price Per Ton: $110.00

DESCRIPTION	FEE
OPTION 2 – Removal-Pickup and Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

BIDDER/COMPANY NAME: TDS Recycling Corporation d.b.a. WESLACO SCRAP METAL / TESORO METALS RECYCLI

ADDRESS: 512 N. MIDWAY

CITY/STATE/ZIP: WESLACO, TX. 78596

PHONE NO/FAX NO: 956-630-2487 / 956-682-1685 FA

CELL PHONE NO: 956-495-5000

E-MAIL ADDRESS: cranewash@AOL.com

AUTHORIZED SIGNATURE: Scott Cox

TITLE: OWNER / President

OPENED
9:53am
MAR 24 2010

Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

NOTE: Pursuant to legal's review and comments regarding the vendor's insurance compliance, does not require the "Workers Compensation" since the awarded vendor will not be stepping onto County premises.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2010

PRODUCER 956.565.2481 FAX 956.565.2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

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 TDS Recycling Corporation
DBA Weslaco Scrap Metal
4515 N 10th St
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR [X] $500 Ded per claim incl LAE GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	NPP1237570	08/09/2009	08/09/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	NPP1237570	08/09/2009	08/09/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ Included $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Murray Schlesinger/CO

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **Hidalgo County – Facilities and Management**

FROM: Eric Trevino, Buyer II
Hidalgo County Purchasing Department

DATE: March 25, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-024-03-24-ERT
HIDALGO COUNTY - "SALE OF SCRAP METAL".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 by no later than Wednesday March 31, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) [illegible]	Only bidder to submit a proposal for Section II, County to provide scrap metal to vendor. Vendor to provide extra containers for scrap metal recyclables which are not used.
X	
X	

Rick Lindsay — Rick Lindsay — Interim Director Dept. of Facilities Mgt. — 26-Mar-10

Authorized Signature — Printed Name — Department — Date

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **Hidalgo County Sheriff's Office**

FROM: Eric Trevino, Buyer II
Hidalgo County Purchasing Department

DATE: March 25, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-024-03-24-ERT
HIDALGO COUNTY - "SALE OF SCRAP METAL".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 by no later than Wednesday March 31, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.)	AWARD TO SOLE BIDDER
2.)	
3.)	

A "Sonny" Martinez Sheriff's Office 4/12/10
Authorized Signature Printed Name Department Date

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **Hidalgo County Precinct No. 1**

FROM: Eric Trevino, Buyer II
Hidalgo County Purchasing Department

DATE: March 26, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-024-03-24-ERT
HIDALGO COUNTY - "SALE OF SCRAP METAL".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 by no later than Tuesday April 6, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) TDS Recycling Corp.	"Award to sole Bidder"
2.)	
3.)	

Authorized Signature	Printed Name	Department	Date
Joseph Palacios	Joseph Palacios	Precinct #1	4-21-10

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
APR 08 2010
By C. B-52n

MEMORANDUM

TO: **Hidalgo County Precinct No. 2**

FROM: Eric Trevino, Buyer II
Hidalgo County Purchasing Department

DATE: March 25, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-024-03-24-ERT
HIDALGO COUNTY - "SALE OF SCRAP METAL".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 by no later than Wednesday March 31, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) TDS Recycling Corp	Lowest Bid
2.)	
3.)	

Authorized Signature	Printed Name	Department	Date
	Ricardo Cardenas	Sanitation	4/7/10

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **Hidalgo County Precinct No. 3**

FROM: Eric Trevino, Buyer II
Hidalgo County Purchasing Department

DATE: March 25, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-024-03-24-ERT
HIDALGO COUNTY - "SALE OF SCRAP METAL".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 by no later than Wednesday March 31, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) TDS Recycling Corporation	~~Best~~ Sole Bidder
2.)	
3.)	

Authorized Signature | Printed Name: Joe M. Flores | Department: Pct #3 | Date: 3/29/10

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
APR 29 2010
By

MEMORANDUM

TO: **Hidalgo County Precinct No. 4**

FROM: Eric Trevino, Buyer II
Hidalgo County Purchasing Department

DATE: March 25, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-024-03-24-ERT
HIDALGO COUNTY - "SALE OF SCRAP METAL".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 by no later than Wednesday March 31, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) TOS Recycling Corp.	Sole Bidder
2.)	
3.)	

Oscar L. Carranza JR | Pct #4 | 4-27-10

Authorized Signature | Printed Name | Department | Date

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: March 24, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "SALE OF SCRAP METAL"
BID NO: 2010-024-03-24-ERT

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Mesquite Metal Holdings Attn: Lance Walker	EM	ERT	3-8-10	P O Box 169 Alamo, Texas 78516 956-802-4655 Lawwalker101@gmail.com
Wilkinson Jim Iron & Metal Attn: Jason or Jim Wilkinson	EM	ERT	3-8-10	3145 E 14th Street Brownsville, Texas 78521 956-546-4042 wilkinsoniron@sbcglobal.net
Master Fibers Attn: Jerry	EM	ERT	3-8-10	103 N "I" Road Pharr, Texas 78577 956-783-0774 gecapitanachi@masterfibers.co
BCM Metals Attn: Ray Wilkinson	EM	ERT	3-8-10	301 Lomita Dr Mission, Texas 78572 956-580-9090 687-7124 Ray Wilkinson Ray_wilkinson52@hotmail.com
Fortune Plastics & Metal Attn: Pedro Martinez	EM	ERT	3-8-10	9102 Seguin Dr Pharr, Texas 78577 956-928-0205 ignaciov@fortunegroup.net
Weslaco Scrap Metal Attn: Sott Crane	EM	ERT	3-8-10	512 N Midway Weslaco, Texas 78596 956-968-5461 630-2487 Scott Crane cranewash@aol.com
Old Shine Metals Attn: Noria	EM	ERT	3-8-10	1216 N Tower Rd Alamo, Texas 78516 956-702-9868 oldshinemetals@att.net
Gonzales End Attn: Leslie Wheaton	TR	ERT	3-9-10	PO Box 708 Rio Hondo, TX 78583 956-873-3273 ljwheaton@sbcglobal.net

Barstow Truck Parts Attn: Clairisa Proctor	EM	ERT	3-10-10	2431 W. Main St Barstow, CA 92311 Phone (760)256-1086 clairisap@barstowtruckparts.com
Jim Hunihan	EM	ERT	3-11-10	510-206-1347 jhunihan@prodigy.net
La Construction Attn: Mario Rivera	EM	ERT	3-15-10	Edcouch, TX 956-239-3399
Okon Metals, Inc Attn: James Dillard	EM	ERT	3-15-10	Dallas, TX 214-426-6569 James@okonmetals.com

***VIA:**

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County	
BID OPENING DATE: March 24, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "Sale of Scrap Metal"	
BID NO: 2010-024-03-24-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	OPTION 1 Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis		OPTION 2 Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:	
	Price Per Pound	Price Per Ton	Price Per Pound	Price Per Ton
TDS Recycling Corporation **DBA: Weslaco Scrap Metal and Tesoro Metals Recycling**	$.055.00	$110.00	NO BID	NO BID

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.