AI-21319 **2.A.**

INTRA - BCAP (1312) - McKee No.1 Subdivision Precinct No. 1

CC CONSENT

Date:	06/01/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0

ACCT. #: 0-1312-431-00-121-896-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 11:30 AM	APRV
2	Ana Galvan	Anna Galvan	05/27/2010 03:12 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:22 AM	APRV

Form Started By: Marcie Jackson

Started On: 05/20/2010 03:30 PM

Final Approval Date: 05/28/2010

DATE: May 20, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program
Precinct 1 BCAP (1312)

ACCOUNT NUMBER: 0-1312-431-00-121-896-0-899

AI-21319 **6/01/10**

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	MCKEE #1 - CONTINGENCY	731	MCKEE #1 - ROADS & ROAD IMPROVEMENTS	16,408.05
			TOTAL	**16,408.05**

REASON:
Transfer is to fund completion of project.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21409 **2.B.**

Budget Line-Item Transfer for Cesar Chavez Drainage Project
CC CONSENT

Date:	06/01/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct.2 C.O. Series 2009 (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-039-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $140,000.00 as of 05/27/2010
From 841 -----> 733 in the amount of $140,000.00.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 08:45 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/28/2010 09:23 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 01:53 PM	APRV

Form Started By: Yolanda Cisneros Started On: 05/27/2010 05:08 PM

Final Approval Date: 05/28/2010

DATE: May 27, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
CESAR CHAVEZ DRAINAGE PROJECT

ACCOUNT NUMBER: 0-1339-431-00-122-039-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
841	AID TO GOVERNMENT AGENCY	733	DRAINAGE	$140,000.00
			TOTAL	$140,000.00

REASON:
Transfer needed to any expected expenditures and to for the ICA w/ City of San Juan Drainage Project. (CC 6/01/2010 AI-21406)

DEPARTMENT HEAD SIGNATURE

5/27/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21281 **2.C.**

Budget Line-Item Transfer for County Wide Shop

CC CONSENT

Date: 06/01/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. 2 - County Wide Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 05/20/2010
From ($1,200.00) 343 ------> 664 in the amount of $500.00
From ($656.38) 442 ------> 664 in the amount of $250.00
From ($300.00) 531 ------> 664 in the amount of $300.00
From ($922.05) 607 ------> 664 in the amount of $500.00
From ($996.81) 613 ------> 664 in the amount of $500.00
From ($3,803.50) 626 ------> 672 in the amount of $2,000.00
From ($6,000.00) 745 ------> 672 in the amount of $2,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/20/2010 02:43 PM	APRV
2	JC Carreon	JC Carreon	05/20/2010 03:51 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:37 AM	APRV

Form Started By: Yolanda Cisneros Started On: 05/19/2010 10:30 AM

Final Approval Date: 05/28/2010

DATE: May 12, 2010

2010
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
343	LAUNDRY & DRY CLEANING	664	OTHER MINOR EQUIPMENT	$500.00
442	EQUIP & VEHICLE RENTAL SERVICES	664	OTHER MINOR EQUIPMENT	$250.00
531	TELEPHONE	664	OTHER MINOR EQUIPMENT	$300.00
607	HOUSEHOLD & JANITORIAL SUPPLIES	664	OTHER MINOR EQUIPMENT	$500.00
613	SAFETY SUPPLIES	664	OTHER MINOR EQUIPMENT	$500.00
626	GASOLINE / DIESEL FUEL	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$2,000.00
745	COMPUTER EQUIPMENT	672	EQUIPMENT & VEHICLE R&M SUPPLIES	$2,000.00
			TOTAL	$6,050.00

REASON:
Transfer needed to any expected expenditures.

DEPARTMENT HEAD SIGNATURE

5/19/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21403 **2.D.**

Precinct #3 Sanitation (1100) Intradepartmental Transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-432-00-123-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

431 - -> 739 = $3,361.13
439 - -> 739 = $7,800.00
442 - -> 739 = $ 600.00
719 - -> 739 = $ 861.87
810 - -> 739 = $ 105.00

Available balance as of 5/27/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	05/27/2010 03:05 PM	APRV
2	Budget & Management	Erika Zamora	05/27/2010 03:23 PM	APRV
3	JC Carreon	JC Carreon	05/27/2010 03:29 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 09:00 AM	APRV

Form Started By: Perla Lopez

Started On: 05/27/2010 02:39 PM

Final Approval Date: 05/28/2010

DATE: **June 1, 2010**

DEPARTMENT HEAD: **Raul Silguero, Jr.**

DEPARTMENT NAME: **Budget & Management for Pct. #3 Sanitation (1100)**

ACCOUNT NUMBER: **0-1100-432-00-123-001-0-XXX**

SUBJECT: **Intra Department Transfer**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
431	Pct. #3 Sanitation - Bldg & Other Struc R&M	**739**	Pct. #3 Sanitation - Other Struc	**3,361.13**
439	Pct. #3 Sanitation - Other R&M Srv	**739**	Pct. #3 Sanitation - Other Struc	**7,800.00**
442	Pct. #3 Sanitation - Equip & Veh Rentals	**739**	Pct. #3 Sanitation - Other Struc	**600.00**
719	Pct. #3 Sanitation - Land	**739**	Pct. #3 Sanitation - Other Struc	**861.87**
810	Pct. #3 Sanitation - Dues & Memberships	**739**	Pct. #3 Sanitation - Other Struc	**105.00**
			TOTAL	**12,728.00**

REASON: **To cover expected expenses. Purchase and installation of fence at new collection site station at Tom Gill and 7 Mile Line.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21359 **2.E.**

Pct #3 Transfer

CC CONSENT

Date: 06/01/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct #3 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1200-431-00-123-004-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

607 - -> 432 = $ 700.00
890 - -> 339 = $2,500.00

Available balance as of 5/26/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 01:35 PM	APRV
2	Norma Silva	Norma Silva	05/26/2010 01:55 PM	APRV
3	Perla Lopez	Perla Lopez	05/26/2010 02:06 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 08:54 AM	APRV

Form Started By: Norma Ceballos
Started On: 05/25/2010 01:23 PM

Final Approval Date: 05/28/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: 06/01/10

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1200-431-00-123-004-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
607	Pct #3 Adm. - Hsehld & Janitorial Supply	432	Pct #3 Adm. - Equip. & Veh R&M Srv	$ 700.00
890	Pct #3 Adm. - Other	339	Pct #3 Adm. - Other Prof. Srv.	$ 2,500.00
			TOTAL	**$ 3,200.00**

REASON: To cover expected expenses. Surveying Contract for Old Pct. #3 Adm. Offices & Copier Maintenance Agreement.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21358 **2.F.**

Pct #4 R&B (11204)

CC CONSENT

Date: 06/01/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION
2010 - Pct. 4 (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available account balance as of 05-26-10

Attachments

Link: REVISED TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 03:32 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/27/2010 04:53 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:48 AM	APRV
4	Dina Trevino	Erika Zamora	05/28/2010 10:03 AM	APRV

Form Started By: Jr. Munoz Started On: 05/25/2010 12:21 PM

Final Approval Date: 05/28/2010

Revised Transfer

DATE: 06/01/10 **AI#**

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 0-1200-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
626	Gasoline/Diesel	731	Roads	8,085.00
626	Gasoline/Diesel	711	Right of Way	10,000.00
				-
			TOTAL	18,085.00

REASON: To cover expected expenses for amendment to Work Authorization #1 for J.E. Saenz under contract C-10-072-03-23.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-21368 **2.G.**

INTRA - BCAP (1312) - Colonia Esperanza No. 2 Subdivision Precinct No. 4 CC CONSENT

Date:	06/01/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 BCAP (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0

ACCT. #: 0-1312-431-00-124-844-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 08:23 AM	APRV
2	Norma Silva	Norma Silva	05/27/2010 10:19 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:26 AM	APRV

Form Started By: Marcie Jackson

Started On: 05/25/2010 04:35 PM

Final Approval Date: 05/28/2010

DATE: May 25, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for PCT. NO. 4 BCAP- (1312)

ACCOUNT NUMBER: 0-1312-431-00-124-844-0-899

AI-21368 05/25/10

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
899	COL ESPERANZA #2-CONTINGENCY	731	COL ESPERANZA #2-ROADS	$9,844.90
			TOTAL	9,844.90

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21418 **2.H.**

2010 - County Clerk's Office (1100)

CC CONSENT

Date:	06/01/2010
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

342-->584, $ 1,250.00; funds available as of 05/28/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 03:15 PM	APRV
2	Ana Galvan	Anna Galvan	05/28/2010 03:40 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 03:49 PM	APRV

Form Started By: Rene Perez Started On: 05/28/2010 03:03 PM

Final Approval Date: 05/28/2010

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 5/26/2010

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 0-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
342	Co. Clerk-Info & Credit Services	584	Co Clerk - Registration Fees	$1,250.00
			TOTAL	$1,250.00

REASON: Need funds for upcoming registration fees

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-21384 **2.I.**

Line Item Transfer for supplies

CC CONSENT

Date:	06/01/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	430th D.C., Judge Israel Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

890-->604 - $ 8.18; Funding available as of 5/27/10.
890-->601 - $ 1,000.00; Funding available as of 5/27/10.
890-->583 - $ 1,000.00; Funding available as of 5/27/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 01:38 PM	APRV
2	Norma Silva	Norma Silva	05/27/2010 04:02 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:57 AM	APRV
4	Norma Silva	Norma Silva	05/28/2010 03:40 PM	APRV

Form Started By: Anna Galvan Started On: 05/26/2010 11:40 AM

Final Approval Date: 05/28/2010

Intradepartmental Transfer Request

DATE: May 26, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for 430th District Court

ACCOUNT NUMBER: 0-1100-412-00-010-001-0-XXX

SUBJECT: **Intradepartmental Transfer(s)**

Contact: Ana Galvan
Ph#: (956) 292-7025

Honorable Commissioners' court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111,Subchapter C Section 111.070, Subsection C.

FROM Object Code	Description	TO Object Code	Description	Amount
890	Other	604	Medical and Lab Supplies	$ 8.18
890	Other	601	Office & Computer Supplies	$ 1,000.00
890	Other	583	Out of County Travel	$ 1,000.00
			TOTAL	**$ 2,008.18**

REASON: Transfer is needed to order supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-21367 **2.J.**

CCL # 2 2010 Line Item Transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	Veronica Ortiz, BUDGET & MANAGEMENT
Submitted For:	Maria Elena Banning
Department:	COUNTY COURT #2
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court at Law #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-412-00-022-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 05-27-10

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 08:23 AM	APRV
2	Ana Galvan	Anna Galvan	05/27/2010 03:38 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:56 AM	APRV

Form Started By: Veronica Ortiz

Started On: 05/25/2010 04:29 PM

Final Approval Date: 05/28/2010

BUDGET INTRADEPARTMENTAL TRANSFER AI-21367

DATE: May 19, 2010

DEPARTMENT HEAD: JUDGE JAIME J. PALACIOS

DEPARTMENT NAME: COUNTY COURT AT LAW # 2

ACCOUNT NUMBER: 0-1100-412-00-022-001-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	583	Travel Out of County	$ 800.00
			TOTAL	$ 800.00

REASON: Transfer is needed in order to attend a mandatory seminar.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21383 **2.K.**

DA Investigation Fund Line Item Transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

2010 - DA Investigation Fund (1223)

BACKGROUND

Monies will used for travel to seminars for DA, Asst Dist Attorneys, and support staff.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 5-26-2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 01:16 PM	APRV
2	JC Carreon	JC Carreon	05/26/2010 02:52 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:50 AM	APRV

Form Started By: Roy Cazares Started On: 05/26/2010 11:36 AM

Final Approval Date: 05/28/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: June 1, 2010
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 0-1223-412-00-080-007-0-XXX
SUBJECT: Budget Line-Item Transfer(s)

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
831	Court Cost & Investigation	→	584	Registration	$ 8,779.00
831	Court Cost & Investigation	→	583	Out of County Travel	$ 18,500.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 27,279.00**

REASON: Monies will used for travel to seminars for DA, Asst Dist Attorneys, and support staff.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21350 **2.L.**

Transfer

CC CONSENT

Date: 06/01/2010
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-002-0-XXX

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

BUDGETARY IMPACT:

Available acccount balance as of 5-25-2010

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		05/28/2010 08:49 AM	PEND
2	JC Carreon	JC Carreon	05/25/2010 11:47 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:49 AM	APRV

Form Started By: Nereida Garza Started On: 05/25/2010 09:05 AM

Final Approval Date: 05/28/2010

DATE: 05-25-10
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: ***HUMAN RESOURCES***
ACCOUNT NUMBER: 0-1100-415-50-190-002

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 0-1100-415-50-190-002

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
540	ADVERTISING	780	CAPITAL LEASES	$ 1,600.00

REASON: NEEDED FOR XEROX LEASE

TOTAL $ 1,600.00

Department Head Signature — Date

Approved Commissioners' Court — Date — Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-21356 **2.M.**

Intradepartmental Transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Tony Pena
Department:	COUNTY JUDGE
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Emergency Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-429-00-300-023-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 05-26-10

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 11:19 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/26/2010 03:09 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:44 AM	APRV

Form Started By: SANDRA DELEON Started On: 05/25/2010 10:51 AM

Final Approval Date: 05/28/2010

DATE: June 2, 2010

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 0-1100-429-00-300-023-0-XXX

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
603	Education/Inst Supplies	601	Office & Comp Supplies	100.00
441	Land & Bld Rentals	336	Computer Servcies	11,000.00
			TOTAL	11,100.00

REASON: Request for transfers are to purchase office supplies as well as extend the current Wireless Emergency Notification System (WENS) Project for one year .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21402 **2.N.**

transfer-JP 2/1

CC CONSENT

Date: 06/01/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - J.P. Pct. #2, Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-063-001-0-XXX

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

BUDGETARY IMPACT:

640-->432 - $ 100.00; Funding available as of 5/27/10.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 02:41 PM	APRV
2	Norma Silva	Norma Silva	05/27/2010 04:15 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:58 AM	APRV

Form Started By: Monica Badillo Started On: 05/27/2010 01:59 PM

Final Approval Date: 05/28/2010

DATE: MAY 27, 2010

DEPARTMENT HEAD: BOBBY CONTRERAS

DEPARTMENT NAME: J.P., PCT. 2, PL. 1

ACCOUNT NUMBER: 0-1100-412-00-063-001-0

Contact Person: Ofelia Ortiz Flores Ph#: (956) 687-5088

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE		AMOUNT
640	REFERENCE MATERIALS	432	EQUIP & VEH R&M SRV	$100.00
			TOTAL	$100.00

REASON: NOT ENOUGH MONIES ALLOCATED FOR THIS FUND AND NEED TO PAY FOR ANNUAL SERVICE AGREEMENT FOR COPIER

Bobby Contreras
DEPARTMENT HEAD SIGNATURE

05 / 27 / 10
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21349 **2.O.**

Elections Dept- LIT

CC CONSENT

Date: 06/01/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010- Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

431 --> 336 $5,000.00
432 --> 336 $3,000.00
550 --> 336 $5,891.89
671 --> 336 $2,726.00

Available funding as of 05/25/10

Attachments

Link: Elections Dept- LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	05/26/2010 09:21 AM	APRV
2	Yvonne Ramon	Yvonne Ramon	05/26/2010 09:47 AM	APRV
3	Budget & Management	Erika Zamora	05/26/2010 09:49 AM	APRV
4	Veronica Ortiz	Veronica Ortiz	05/26/2010 03:06 PM	APRV
5	Auditor's Office	Linda Fong	05/28/2010 08:39 AM	APRV

Form Started By: Veronica Lopez
Started On: 05/25/2010 08:52 AM

Final Approval Date: 05/28/2010

DATE: May 25, 2010

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 0-1100-414-00-130-001-0-XXX

2010
Transfer

AI- 21349

Contact Person: Veronica L. Nixon **Ph#:** (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
431	Election Dept- Bldg & Othr Struc R&M Srv	336	Elections Dept- Computer Services	5,000.00
432	Election Dept- Equip & Veh R&M Srv	336	Elections Dept- Computer Services	3,000.00
550	Election Dept- Printing & Binding	336	Elections Dept- Computer Services	5,891.89
671	Election Dept- Bldg & Othr Struc R&M Suppl	336	Elections Dept- Computer Services	2,726.00
			TOTAL	**16,617.89**

REASON:
Transfer needed to pay for ESS Gold Maint. Agreements.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21348 **2.P.**

Sheriff's Federal Sharing - U.S. Department of Treasury

CC CONSENT

Date:	06/01/2010
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - Sheriff's Office (1228)

BACKGROUND

See attached Line Item Transfer.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1228-421-00-280-006-0

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

BUDGETARY IMPACT:

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	05/25/2010 08:54 AM	APRV
2	Budget & Management	Erika Zamora	05/25/2010 10:40 AM	APRV
3	Norma Silva	Norma Silva	05/27/2010 10:13 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 08:38 AM	APRV

Form Started By: Rosie Hinojosa Started On: 05/25/2010 08:38 AM

Final Approval Date: 05/28/2010

DATE: 5/25/2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Dept. of Treasury

ACCOUNT NUMBER: 0-1228-421-00-280-006-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1228-421-00-280-006-0-748	Other Equipment	→	0-1228-421-00-280-006-0-540	Advertising	13,500.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
T O T A L					**$13,500.00**

T O T A L **To increase line item for anticipated expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-21264 **2.Q.**

Intra Department Line Item Transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	Rachel Segura, COUNTY COURT #4
Submitted For:	Rachel Segura
Department:	COUNTY COURT #4
Agenda Category:	2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court at Law No. 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-024-001-0-XXX

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

BUDGETARY IMPACT:

529-->431 - $ 149.00; Funding available as of 5/21/10.
831-->412 - $ 150.00; Funding available as of 5/21/10.
630-->412 - $ 100.00; Funding available as of 5/21/10.
529-->412 - $ 47.00; Funding available as of 5/21/10.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/21/2010 02:08 PM	APRV
2	Norma Silva	Norma Silva	05/21/2010 02:59 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:35 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:11 AM	APRV

Form Started By: Rachel Segura Started On: 05/18/2010 02:00 PM

Final Approval Date: 05/28/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: May 21, 2010

DEPARTMENT HEAD: Judge Fred Garza

DEPARTMENT NAME: County Court at Law No. 4

ACCOUNT NUMBER: 0-1100-412-00-024-001-0

CONTACT PERSON: Rachael Segura PHONE: 956-318-2390

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
529	SURETY & NOTARY BONDS	431	REP. & MAINT. SERV. BUIL/STRUCTURE	$149.00
831	CT. COSTS & INVESTIGATIONS	412	CABLE/SATELLITE TELEVISION	$150.00
630	FOOD	412	CABLE/SATELLITE TELEVISION	$100.00
529	SURETY & NOTARY BONDS	412	CABLE/SATELLITE TELEVISION	$47.00
			TOTAL	$ 446.00

NEED TO TRANSFER MONIES INTO OBJECT CODES 412 & 431 TO COVER THE COST FOR CABLE INSTALLATION AND MONTHLY CABLE SERVICE FOR THE REMAINING OF THE YEAR

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-21398 **2.R.**

Line item transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Department:	CONSTABLE PCT. #4
Agenda Category:	2010 Intradepartmental Transfers **Sub-category:** Constables

Information

CAPTION

2010 - Constable Pct. 4 (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available account balance as of 5-27-2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 11:06 AM	APRV
2	JC Carreon	JC Carreon	05/27/2010 02:28 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:53 AM	APRV
4	Purchasing Department	Marty Salazar	05/28/2010 10:13 AM	APRV

Form Started By: Joel Rivera Started On: 05/27/2010 10:58 AM

Final Approval Date: 05/28/2010

BUDGET INTRADEPARTMENAL TRANSFER REQUEST

DATE: 17-May-10

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 0-1100-421-00-294-001-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		**TO:**		
OBJECT	**OBJECT**	**OBJECT**	**OBJECT**	
CODE	**NAME**	**CODE**	**NAME**	**AMOUNT**
672	REPAIR & MAINT. SUPPLY	432	EQUIP & VEH R&M SRVCE	$4,695.42
529	SURETY & NOTARY	432	EQUIP & VEH R&M SRVCE	1,230.00
550	PRINTING & BINDING	619	MISC.	$104.30
			TOTAL	**6,029.72**

REASON: TRANSFERRED NEEDED TO COVER NEED OPERATIONAL EXPENDITUTRES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT _____ DATE _____ ATTEST COUNTY CLERK

AI-21395 **2.S.**

Line Item Transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	2009 Intradepartmental Transfers

Information

CAPTION

2010 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-21-170-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 5-26-2010.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 10:44 AM	APRV
2	Ana Galvan	Anna Galvan	05/27/2010 04:04 PM	APRV
3	Erika Zamora		05/28/2010 09:39 AM	PEND
4	Auditor's Office	Linda Fong	05/28/2010 09:01 AM	APRV
5	Budget & Management	Erika Zamora	05/28/2010 09:38 AM	APRV
6	Auditor's Office	Linda Fong	05/28/2010 09:39 AM	APRV

Form Started By: Maria Medina Started On: 05/27/2010 09:47 AM

Final Approval Date: 05/28/2010

DATE: May 26, 2010

DEPARTMENT HEAD: Ray Eufracio, CPA AI-21395

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 0-1100-415-21-170-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-21-170-001-0-532	Wireless Devices	→	0-1100-415-21-170-001-0-607	Household & janitorial supplies	$72.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		TOTAL			$72.00

REASON: To purchase cups for drinking water.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-21417 **3.A.**

Interdepartmental Transfers- Dept heads object code/ Contingency
CC CONSENT

Date:	06/01/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Budget & Management
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Facilities Management (1100):
Approval of 2010 interdepartmental transfer from Facilities Management to County Wide Administration- Contingency in the amount of $63,636.30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-112

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

BUDGETARY IMPACT:

$63,636.30 available funding as of 05/28/10.rc

Attachments

Link: interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 03:14 PM	APRV
2	Olga Garza	Olga Garza	05/28/2010 04:02 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 04:07 PM	APRV

Form Started By: Rosie Cantu Started On: 05/28/2010 02:34 PM

Final Approval Date: 05/28/2010

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: May 28, 2010

2010
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR FACILITIES 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:		
0-1100-419-40-220-001-0-112	FACILITIES MGMT-DEPT HEADS	(63,636.30)
TO:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	63,636.30
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: To transfer funding that is not required under object code 112. Position changed from object code 112 to 113; and currently funded in object code 113 (employee no. 101788).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-21320 **3.B.**

Pct. #1 BCAP Round 3 (1312): McKee No.1 Subdivision

CC CONSENT

Date:	06/01/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Precinct No. 1 BCAP Round 3 (1312):
Approval of 2010 interdepartmental transfer from L & P Subdivision, program no. 362, to McKee No. 1 Subdivision, program no. 896 in the total amount of $11,969.57 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

program #362 --> 896 $11,969.57; funds available as of 5-25-10.

Attachments

Link: Pct. 1 BCAP McKee S/D transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/25/2010 11:30 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/25/2010 02:14 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:23 AM	APRV

Form Started By: Marcie Jackson Started On: 05/20/2010 03:43 PM

Final Approval Date: 05/28/2010

DATE: May 20, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 1 (1312)

AI-21320 6/01/10

ACCOUNT NUMBER: 0-1312-431-00-121-362-0-899

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1312-431-00-121-362-0-899	L & P-CONTINGENCY	$ (11,969.57)
0-1312-431-00-121-896-0-731	MCKEE #1-ROADS	$ 10,657.57
0-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	$ 1,312.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-21369 **3.C.**

BCAP Interdept. transfer (1312) Colonia Esperanza No. 2 Subdivision Precinct No. 4

CC CONSENT

Date:	06/01/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #4 BCAP (1312):
Approval of 2010 interdepartmental transfer within Pct. 4 BCAP from Trenton Terrance Subdivision (program no. 752) to Colonia Esperanza No. 2 Subdivision (program no. 844) in the total amount of $21,401.38.

BACKGROUND

Transfer is needed to fund completion of project.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-124-752-0-731

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

BUDGETARY IMPACT:

Funding available as of 5-28-10
0-1312-431-00-124-752-0-731-->0-1312-431-00-124-844-0-731 $21,401.38

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 08:24 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/28/2010 07:43 AM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:25 AM	APRV

Form Started By: Marcie Jackson Started On: 05/25/2010 04:39 PM

Final Approval Date: 05/28/2010

DATE: May 25, 2010

2010
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for Pct. 4 BCAP-(1312)

ACCOUNT NUMBER: 0-1312-431-00-124-752-0-731 AI-21369 5/25/10

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	$ (21,401.38)
0-1312-431-00-124-844-0-731	COL ESPERANZA #2-ROADS	$ 21,401.38
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund completion of project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21411 **4.A.**

Precinct #3 TxDot Projects (1315) Interfund Transfer

CC CONSENT

Date:	06/01/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	Interfund Transfers

Information

CAPTION

Pct. #3 TxDot (1315):
Approval of 2010 interfund transfer from Precinct #3 Road & Bridge (1200) to TxDot Projects (1315) in the amount of $6,703.07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Available balance as of 5/28/10 is $29,750.02.

Attachments

Link: Interfund Transfer (1315)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/28/2010 09:38 AM	APRV
2	Roland Garcia	Rolando Garcia	05/28/2010 02:02 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 02:13 PM	APRV

Form Started By: Perla Lopez Started On: 05/28/2010 08:13 AM

Final Approval Date: 05/28/2010

DATE: June 1, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for
Pct #3 TxDot (1315)

2010
Transfer

ACCOUNT NUMBER: **0-1200-431-00-123-005-0-711**

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-123-005-0- 711	**Pct. #3 P/U Rd - ROW**	**(6,703.07)**
0-1200-491-01-000-315-0- 891	**Transfers Out - TxDot Projects**	**6,703.07**
0-1315-391-01-000-200-0- 000	**Transfers In - Pct. #3 R&B**	**6,703.07**
0-1315-431-50-123-033-0- 711	**TxDot - Bus 83 Ph1 Oufall Channel - ROW**	**6,703.07**
	TOTAL BUDGET INCREASE (DECREASE)	**6,703.07**

REASON: **Transfer of funds to cover expenses for legal services related to the Business 83 Ph 1 Outfall Channel TxDot project.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-21385 **6.A.**

TAX OFFICE REFUNDS
CC CONSENT

Date: 06/01/2010
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PAYER	AMT
B2545.00.000.0004.00	Cureton, Ted A/F&T Valley Motor	$7127.13
B4850.00.004.0002.00	Yuri Shiba	$3160.09
C4468.99.000.0002.00	Stripes LLC	$5499.94
D7545.01.001.0006.00	Countrywide	$4124.70
D7545.01.001.0006.00	Edwards Abstract & Title Co	$4124.70
H0850.00.003.0036.05	Madiam LLP	$31570.27
H3020.00.000.0020.00	Citimortgage	$3408.22
M1950.00.057.0011.00	Inter National Bank/Ernesto Cano	$5768.75
P0021.00.000.0014.00	First American/GMAC	$3960.05
Q7010.01.000.0088.00	First American/Mortgage Service	$7698.66
S2005.00.000.001A.00	Apple Six Hospitality Texas LP	$2535.20
S5303.00.000.0036.00	Wells Fargo	$2649.44
T6836.00.000.0001.00	Tenrock Capital Fund LP	$10741.44
V3555.00.000.0106.00	Ahmsi	$4992.75
W3800.00.014.0000.01	Weslaco Motors	$21697.17

BACKGROUND

Fiscal Impact

Attachments

Link: FRNT PAGE
Link: ACCTS PAGE
Link: CURETON
Link: SHIBA
Link: STRIPES
Link: COUNTRYWIDE
Link: EDWARDS
Link: MADIAM
Link: CITIMORTGAGE
Link: INTER
Link: FIRST AM

Link: FIRST AM/MORTGAGE
Link: APPLE
Link: WELLS FARGO
Link: TENROCK
Link: AHMSI
Link: WESLACO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/26/2010 01:45 PM	APRV
2	Perla Lopez	Perla Lopez	05/26/2010 02:49 PM	APRV
3	Auditor's Office	Linda Fong	05/28/2010 08:17 AM	APRV

Form Started By: Hilda Fuentes Started On: 05/26/2010 11:49 AM

Final Approval Date: 05/28/2010

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

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

May 24, 2010

The Honorable Rene Ramirez
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

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

ACCOUNT NUMBER	PAYER	AMOUNT
1.B2545.00.000.0004.00	CURETON, TED A /F&T VALLEY MOTOR S	$ 7,127.13
2.B4850.00.004.0002.00	YURI SHIBA	$ 3,160.09
3.C4468.99.000.0002.00	STRIPES LLC	$ 5,499.94
4.D7545.01.001.0006.00	COUNTRYWIDE	$ 4,124.70
5.D7545.01.001.0006.00	EDWARDS ABSTRACT & TITLE CO	$ 4,124.70
6.H0850.00.003.0036.05	MADIAM LLP	$ 31,570.27
7.H3020.00.000.0020.00	CITIMORTGAGE	$ 3,408.22
8.M1950.00.057.0011.00	INTER NATIONAL BANK/ERNESTO CANO	$ 5,768.75
9.P0021.00.000.0014.00	FIRST AMERICAN/GMAC	$ 3,960.05
10.Q7010.01.000.0088.00	FIRST AMERICAN/MORTGAGE SERVICE C	$ 7,698.66
11.S2005.00.000.001A.00	APPLE SIX HOSPITALITY TEXAS LP	$ 2,535.20
12.S5303.00.000.0036.00	WELLS FARGO	$ 2,649.44
13.T6836.00.000.0001.00	TENROCK CAPITAL FUND LP	$ 10,741.44
14.V3555.00.000.0106.00	AHMSI	$ 4,992.75
15.W3800.00.014.0000.01	WESLACO MOTORS	$ 21,697.17

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

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

FINAL NOTICE
4/27/10

Print Date: 02/05/2010

Account Number
B2545-00-000-0004-00
HCAD No. R571466

Legal Description of the Property
BENTSEN COMMERCIAL PLAZA LOT 4 & W49 LOT 5

1007 E EXPRWY 83

CURETON, TED A
TEDBERN INC
1201 S BENTSEN RD
MCALLEN , TX 78501

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~APR 18 10~~ 5/25/10

2009 OVERAGE AMOUNT $7,127.13

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name: F&T Valley Motor Sports	Relationship to Property Owner: Prop. Owners Company
	Mailing Address: 1007 E. EXPRESSWAY 83	Daytime Telephone Number: 781-4141
	City, State, Zip Code: PHARR, TX 78577	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2009 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account	
	✓ Duplicate payment WROTE (2) checks in error.	
	Paid in error (explain)	
Step 4: Provide payment information *Attach copies of cancelled checks or tax office receipts*	Total amount paid by this taxpayer	$14,251.26
	Total tax, penalty, and interest amount owed for the year	(7,124.13)
	Amount of refund claimed	$7,127.13
Step 5: How should the refund be processed?	Mail to Property Owner	
	✓ Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application: MAY 5, 2010
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By:	Date: 5/25/10
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By:	Date: 5/12/10

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

5/14

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

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

Print Date: 02/02/2010

YURI SHIBA
627 FM 2844
SANTA ELENA, TX 78591

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: JCS 2/1/10

Account Number B4850-00-004-0002-00 HCAD No. R127894
Legal Description of the Property BRYAN PARK LOT 2 BLK 4 1300 N BRYAN RD

2009 OVERAGE AMOUNT $3,160.09

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 48: MISSION CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name: Same as Above		Relationship to Property Owner
	Mailing Address		Daytime Telephone Number
	City, State, Zip Code		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2008 + 2009 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	✓	Overpaid the account	
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information *Attach copies of cancelled checks or tax office receipts*	Total amount paid by this taxpayer		6 314.58
	Total tax, penalty, and interest amount owed for the year		
	Amount of refund claimed		3160.09
Step 5: How should the refund be processed?		Mail to Property Owner	
	✓	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE Yuri Shiba		Date of application 2/15/10
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	✓ Approved	☐ Denied	By: [illegible] Date: 5/10/10
TAX OFFICE USE ONLY:	✓ Approved	☐ Denied	By: [illegible] Date: 4/13/10

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

4/15

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
STRIPES 2214 ✓ PAYER: STRIPES LLC ✓

Present mailing address *(number and street)*
PO BOX 9036 ✓

City, town or post office, state, ZIP code
CORPUS CHRISTI, TX 78469-9036 ✓

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES

Address or location of property:

P695931

Account number of property:

C4468.99.000.0002.00

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/30 / 2009	$ 10241.18	$ 5499.94
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 5499.94

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#15 ENTITY CODE CORRECTION

NOTE: OUTSIDE EDINBURG CITY LIMITS

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-17-10 5/14/10

sign here ➡ Authorized officer

Date 5/20/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5/13/10

5/14

APPLICATION FOR TAX REFUND

FINAL NOTICE

APR 2 7 2010

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
MEDINA, MARELYN MD, MD (PAID BY:EDWARDS ABSTRACT & TITLE CO.)

Present mailing address *(number and street)*
500 E AVOCET AVE

City, town or post office, state, ZIP code
MCALLEN, TX 78504

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): DOVE POINTE UT 1 LOT 6 BLK 1

Step 2: Describe the property

Address or location of property:

R531363

Account number of property: D7545.01.001.0006.00 OR Tax receipt number: 12815949

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/31 / 2008	$ 4124.70	$ 4124.70
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4124.70

Taxpayer's reason for refund *(attach supporting documentation)*: Paid in Error

GF# 758395

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: [signature] — Date of application for tax refund: 4-29-10

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-18-10 5/24/10

sign here — Authorized officer: [signature] — Date: 5/24/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*: [signature] — Date: 5/11/10

5/11

APPLICATION FOR TAX REFUND 38590732

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
MEDINA, MARELYN MD, MD (PAID BY:COUNTRYWIDE)

Present mailing address *(number and street)*
500 E AVOCET AVE

City, town or post office, state, ZIP code
MCALLEN, TX 78504

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): DOVE POINTE UT 1 LOT 6 BLK 1

Step 2: Describe the property

500 East Avocet Ave

Address or location of property:

R531363

Account number of property:
D7545.01.001.0006.00

OR

Tax receipt number:
12844616

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	12/31 / 2008	$ 4124.70	$ 4124.70
2.		/ /	$	$
3.		/ /	$	$
4.		/ /	$	$
5. TOTAL		/ /	$	$ 4124.70

Taxpayer's reason for refund *(attach supporting documentation)*: OP , DBL

apply back to acct. Ln# 38590732

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund: 3-23-09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~5.19.10~~ 5/24/10

sign here — Authorized officer

Date: 5/25/10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: 5/12/10

5/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name MADIAM LLP	
Present mailing address *(number and street)* 7825 S 23RD ST	
City, town or post office, state, ZIP code MCALLEN, TX 78503	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): HAMMOND N277.55'

Step 2: Describe the property

Address or location of property:

590644

Account number of property:

H0850.00.003.0036.05 OR Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	01/29 / 2010	$ 51972.66	$ 31570.27
2.		/ /	$	$
3.		/ /	$	$
4.		/ /	$	$
5. TOTAL		/ /	$	$ 31570.27

Taxpayer's reason for refund *(attach supporting documentation)*: PENDING PROTEST FINALIZED

SUPP#6 TAXES DUE ON ACCT $1876.41 DR1

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature | Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-17-10 (PP) 5/14/10

sign here ➡ Authorized officer | Date 5/20/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* | Date 5-13-10

Comptroller 50-161 (Rev. 1-98/4)
[31.11 (4-82) Rule 9.3039]

APPLICATION FOR TAX REFUND

Collecting office name: Hidalgo County	Collecting tax for: (taxing units)
Present mailing address (number and street): P.O. Box 178	
City, town or post office, state, ZIP code: Edinburg, TX 78540	Phone (area code and number)

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

Step 1: Owner's name and address

Owner's name: Citi Mortgage	
Present mailing address (number and street): P.O. Box 23689	
City, town or post office, state, ZIP code: Rochester NY 14692	Phone (area code and number)

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): Ivan + Norma Camara

Address or location of property: 1932 East 21st Street

R631187

Account number of property: #302000000002000 OR Tax receipt number: Ln#000 8436931

Step 3: Give the tax payment information

	Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment		Amount of Taxes Paid	Amount of Tax Refund Requested
1.	Hidalgo Co.	2009	11-30	2009	$ 3408.22	$ 3408.22
2.			/		$	$
3.			/		$	$
4.			/		$	$
5.			/		$ total	$ 3408.22

Taxpayer's reason for refund (attach supporting documentation): overpayment.

Step 4: Sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ▸ Signature: J. Rojas - CitiMortgage — Date of application for tax refund: 4-30-10

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: FM 5-12-10

sign here ▸ Authorized officer: [signature] — Date: 5/24/10

sign here ▸ Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, Tax Code) — Date: 5/11/10

511

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

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

Print Date: 04/30/2010

INTER NATIONAL BANK
P. O. BOX 1700
MCALLEN , TX 78505

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5.14.10

Account Number M1950-00-057-0011-00
HCAD No. R229110
Legal Description of the Property MCALLEN ADDITION LOT 11 & 12 BLK 57
717 S BICENTENNIAL BLVD
OWNER: SILVA, KARLA M & GILBERTO G

2009 OVERAGE AMOUNT $5,768.75

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

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name Ernesto Cano Jr. for INB	Relationship to Property Owner
	Mailing Address 1801 S. 2nd	Daytime Telephone Number 956-668-8400
	City, State, Zip Code McAllen, TX 78503	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2008 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account customer did not notify bank about tax pmt	
	Duplicate payment	
	Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$5,768.75
Step 5: How should the refund be processed?	Mail to Property Owner	
	Mail to Payer at address in Step 1	
	Transfer this amount to account	For tax year
	Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application 4-30-10
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	✓ Approved ☐ Denied By:	Date: 5/24/10
TAX OFFICE USE ONLY:	✓ Approved ☐ Denied By:	Date: 5/4/10

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

.1.13

5/11

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

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

020210 483

Print Date: 12/23/2009

Account Number
P0021-00-000-0014-00
Legal Description of the Property
PAISANO TRAILS LOT 14
1315 ACME R644843
Ref # RT995-757900

FIRST AMERICAN
--
~~8435 N STEMMONS FREEWAY~~
~~DALLAS , TX 75247-390~~

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-14-10

2009 OVERAGE AMOUNT $3,960.05

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 41: EDINBURG CISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	**Who should the refund be issued to:**			
	Name: GMAC c/o First American			
	Address: PO Box 961250			
	City, State, Zip: Ft. Worth, Texas 76161-0250			
	Daytime Phone No.:		E-Mail Address:	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	**Payment made by:**	**Check No.**	**Date Paid**	**Amount Paid**
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	**Please check one of the following:**			
	✓	I paid this account in error and I am entitled to the refund.		
		I overpaid this account. Please refund the excess to the address listed in Step 1.		
		This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 5/24/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 5/11/10

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

1.104

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

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

Print Date: 12/15/2009

Account Number
Q7010-01-000-0088-00
Legal Description of the Property
QUINTA REAL PH 1, SHARYLAND PLANTATION VILLAGE LOT 88

R674081

FIRST AMERICAN
--
8435 N STEMMONS FREEWAY
DALLAS , TX 75247--390

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ~~am 5-17-10~~ 5/21/10

2009 OVERAGE AMOUNT $7,698.66

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 32: CITY OF MISSION, 51: SHARYLAND ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $500.

APPLICATION FOR PROPERTY TAX REFUND

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	**Who should the refund be issued to:**			
	Name: MORTGAGE SERVICE CENTER			
	Address: 95 Methodist Hill Dr, Suite 100			
	City, State, Zip: Rochester, NY 14623			
	Daytime Phone No.: 585-321-6787		E-Mail Address: kfitzharris@first-am.com	
Step 2. Provide payment information. Please attach copies of cancelled checks or original receipts for all cash payments you made.	**Payment made by:**	**Check No.**	**Date Paid**	**Amount Paid**
	Mortgage Serv Ctr	207958	11/13/09	7698.66
			TOTAL AMOUNT PAID (sum of the above amounts)	7698.66
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	**Please check one of the following:**			
		I paid this account in error and I am entitled to the refund.		
	✓	I overpaid this account. Please refund the excess to the address listed in Step 1.		
		This payment should have been applied to other tax account(s) and/or year(s) (listed below):		
Step 4. *Sign the form.* Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE 4/9/10	
AUDITORS USE ONLY:	☑ Approved	☐ Denied	By:	Date: 5/21/10
TAX OFFICE USE ONLY:	☑ Approved	☐ Denied	By:	Date: 4/15/10

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

.1.104

4/15

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
APPLE SIX HOSPITALITY TEXAS LP

Present mailing address *(number and street)*
814 E MAIN ST

City, town or post office, state, ZIP code
RICHMOND, VA 23219-3306

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SAVANNAH PARK LOT 1A

Step 2: Describe the property

Address or location of property:

R596931

Account number of property:

S2005.00.000.001A.00

OR

Tax receipt number:

15556400

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	1/27 / 10	$ 82554.30	$ 2535.20
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 2535.20

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-2415-09-A

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature**

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-17-10
5/14/10

sign here — Authorized officer

Date: 5/20/10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date: 5/12/10

5/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
PINON, MARIA G ¢ PAYER: WELLS FARGO

Present mailing address *(number and street)*
808 SOLAR DR ¢

City, town or post office, state, ZIP code
MISSION, TX 78574-0422 ¢

Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): SPANISH GROVES LT 36 ¢

Address or location of property:

R686834 ¢

Account number of property:

S5303.00.000.0036.00 ¢

Tax receipt number:

OR

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009	12/18 / 2009	$ 2649.44	$ 2649.44
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 2649.44

Taxpayer's reason for refund *(attach supporting documentation)*: AS PER OWNER NO MORTGAGE

HF Claim #217211

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature Dale Leichsenring for WFHM — Date of application for tax refund 4/16/10

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

~~AUDITED BY: THE HIDALGO~~ COUNTY AUDITOR'S OFFICE DATE: ~~APR 21 10~~ 4/21/10

sign here ➡ Authorized officer — Date 5/21/10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, Tax Code)*

sign here ➡ — Date 4/29/10

4/29

04/16/2010 12:46PM (GMT-07:00)

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
TC PLAZA PARNTERS LLC ¢ PAYER: TENROCK CAPITAL FUND LP ¢

Present mailing address *(number and street)*
PO BOX 720197 1512 PALISADE AVENUE

City, town or post office, state, ZIP code
MCALLEN, TX 78504 FORT LEE, NJ 07024

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TRENTON CROSSROADS PLAZA LT 1

Step 2: Describe the property

Address or location of property:

696929 ¢

Account number of property:
T6836.00.000.0001.00 ¢

OR

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 ¢	01/29 / 2010	$ 103997.66 ¢	$ 10741.44 ¢
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 10741.44 A

Taxpayer's reason for refund *(attach supporting documentation)*: CORRECTION DUE TO FAILURE TO SEND

REPUIRED NOTICE (SECTION 41.411) SUPP#6

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: PA 5-17-10
J.C 5/19/10

sign here ➡ Authorized officer

Date 5/20/10

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5/13/10

5/14

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name
CARVAJAL, SYLVIA S & EZEQUIEL (PAID BY: AHMSI)

Present mailing address *(number and street)*
401 W. HANDY DR

City, town or post office, state, ZIP code
PHARR, TX 78577

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): VILLA DEL NORTE LOT 106

Step 2: Describe the property

Villa Del Norte Lot 106

Address or location of property: 401 Handy Street

R533837

Account number of property:
V3555.00.000.0106.00

Tax receipt number:
OR 13544779

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	01/30 / 2009	$ 11,843.92	$ 4,992.75
2.		/	$	$
3.		/	$	$
4.		/	$	$ 4,992.75
5. TOTAL				

Taxpayer's reason for refund *(attach supporting documentation)*: OP

Ln# 0018472522

GG

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature: Geri De Santo — Date of application for tax refund: 4-29-10

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-10-10

sign here — Authorized officer — Date: 5/25/10

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date: 5/12/10

5/14

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

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

Step 1: Owner's name and address

Owner's name AMIGO RENTAL INC d PAYER: WESLACO MOTORS d	
Present mailing address *(number and street)* 2401 E EXPY 83 d	
City, town or post office, state, ZIP code WESLACO, TX 78596 d	Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): WEST TRACT AN IRR TR

Step 2: Describe the property

Address or location of property:

324079 d

Account number of property: W3800.00.014.0000.01 d

Tax receipt number:

OR

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2009 d	01/29 / 2010	$ 56419.24 d	$ 21697.17 d
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 21697.17 1

Taxpayer's reason for refund *(attach supporting documentation)*: SUBMITTED/ENTERED WRONG

SUPP#6

HF

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature | Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-17-10
5/19/10

sign here ➡ Authorized officer | Date 5/20/10

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here ➡ | Date 5/13/10

5/14

AI-21404 **7.A.**

TIRZ Payment

CC CONSENT

Date:	06/01/2010
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Requesting approval to issue 2nd TIRZ payment in the amount of $172,103.76 to the City of Mission pursuant to the interlocal agreement between the City of Mission, Hidalgo County, and the Reinvestment Zone No. 1, City of Mission. The total amount paid to the City of Mission in year 2010 is $1,705,690.19. (1st payment $1,533,586.43, and 2nd payment $172,103.76).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: TIRZ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	05/27/2010 03:24 PM	APRV
2	Erika Zamora	Erika Zamora	05/27/2010 04:40 PM	APRV
3	Erika Zamora	Erika Zamora	05/27/2010 04:42 PM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 08:51 AM	APRV
5	Budget & Management	Erika Zamora	05/28/2010 09:38 AM	APRV
6	Auditor's Office	Linda Fong	05/28/2010 09:40 AM	APRV

Form Started By: Maria Medina Started On: 05/27/2010 02:45 PM

Final Approval Date: 05/28/2010

THE STATE OF TEXAS

COUNTY OF HIDALGO

(450)
5808650

AGREEMENT

I. PARTIES

A. Address

THIS AGREEMENT ("Agreement") is made by and between the CITY OF MISSION, TEXAS ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Hidalgo, acting by and through its governing body, the City Council; HIDALGO COUNTY ("County"), located at 100 E. Cano, Edinburg Texas 78539; and the REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the "Reinvestment Zone"), a reinvestment zone created by the City of Mission pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Section 311.013 of the Texas Tax Code, which Section permits a taxing unit to enter into agreements to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

City	County	The Reinvestment Zone
City Manager or Designee City of Mission, Texas 900 Doherty Mission, Texas 78752	Hidalgo County Attention County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539	Reinvestment Zone Number One, City of Mission, Texas Attention: Chairman c/o Mission Economic Development Authority PO Box 968 Mission, Texas 78573-0968

201 E. 8th Street
Mission, TX 78757

X6

B. Index

The City, the County and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section/Description	Page
I. PARTIES	1
II. DEFINITIONS	5
III. BACKGROUND	6
IV. OBLIGATIONS OF THE COUNTY	6
V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE	8
VI. TERM AND TERMINATION	8
VII. MISCELLANEOUS	8

Exhibit "A" - City of Mission Ordinance No. 2683

Exhibit "B" – City of Mission Resolution No. 1022

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

XG·A

IN WITNESS HEREOF, the City, the County and the Reinvestment Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF MISSION, TEXAS,
a home rule municipality

4-8-02
City Mayor Date

ATTEST:

Mona Martinez 4-9-02
City Secretary Date

(SEAL)

COUNTERSIGNED:

4/8/02
City Manager Date

APPROVED AS TO FORM:

4/8/02
City Attorney Date

HIDALGO COUNTY

County Judge Date

Sylvia Obando 3/19/02
Commissioner Date

3/19/02
Commissioner Date

3-26-2002
Commissioner Date

Commissioner Date

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.
By: 3-26-02
Attorney Date

X6-B

REINVESTMENT ZONE NUMBER ONE.
CITY OF MISSION, TEXAS

By: _____
Title: Chairman, Board of Directors, Date

ATTEST/SEAL:

By: _____
Title: Secretary, Board of Directors, Date

[The remainder of this page is intentionally left blank.]

X6-C

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, the County and the Reinvestment Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The "County" is defined in Section I of this Agreement and includes its successors and assigns.

The "County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City.

"Reinvestment Zone" means Reinvestment Zone Number One, City of Mission, Texas created by the City on September 24, 2001, by Ordinance No. 2683, attached as Exhibit A" and as enlarged by the City on December 10, 2001, by Resolution No. 1022, attached as Exhibit "B" and includes its successors and assigns.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

XII-D

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

III. BACKGROUND

The City created and enlarged the Reinvestment Zone by Ordinance No. 2683, adopted September 24, 2001 and by Resolution No. 1022, adopted December 10, 2001, for the purposes of development and redevelopment in the area of the Reinvestment Zone. The City will deposit tax increments produced in the Reinvestment Zone in the Tax Increment Fund. The County desires to participate in the Reinvestment Zone in consideration for the agreements set forth below.

The County received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was not received more than sixty (60) days before the public hearing on the creation of the Reinvestment Zone, however, the County has agreed to waive this requirement as provided for in 311.003(e) of the Texas Tax Code.

IV. OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the County

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Reinvestment Zone by contributing the below listed amounts of the tax increment produced in the Reinvestment Zone attributable to the County to the Tax Increment Fund during the term of this Agreement (the "County Tax Increment Participation").

The amount in the years 2002 through 2030 is the amount of taxes collected by the County in each of such years at a County tax rate of $0.5095100 per $100 valuation on the Captured Appraised Value. If the County tax rate is less than $0.5095 during such period, then the County Tax Increment Participation is the total amount of taxes collected by the County at the actual tax rate of the County on

X6.E

the Captured Appraised Value. Taxes collected during such period by result of a County tax levy at a tax rate greater than $0.5095 shall be retained by the County.

The County's Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amount shown above. The County shall not be obligated to pay its County Tax Increment Participation from other County taxes or revenues or until the County Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay the County Tax Increment Participation shall accrue as taxes representing the County tax increment are collected and payment shall be due on the first day of each calendar quarter.

As provided for in ' 311.013(d), the County is not required to pay a tax increment into the tax increment fund of the Reinvestment Zone after September 24, 2004 unless the following conditions exist or have been met prior to September 24, 2004:

(1) bonds have been issued for the Reinvestment Zone under ' 311.015 of the Texas Tax Code;

(2) the City has acquired property in the Reinvestment Zone pursuant to the project plan; or

(3) construction of improvements pursuant to the project plan has begun in the Reinvestment Zone.

B. Expansion of the Investment Zone

The obligation of the County to participate in the Reinvestment Zone is limited to the area described in Exhibit "A" and Exhibit "B" attached hereto. The County's participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless the County approves the participation.

C. Board of Directors

X6-F

The County has the right to appoint one (1) member on the Reinvestment Zone Board of Directors.

V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE

A copy of the Reinvestment Zone Project Plan and any amendments thereto shall be provided to the County before any such plan is finally approved by the Reinvestment Zone.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2030. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 2002 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2030.

B. Early Termination

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than the duration of the Zone established in Ordinance No. 2683, without the prior consent of the County, provided that the Reinvestment Zone may otherwise terminate by operation of law.

C. Disposition of Tax Increments

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to the County all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation.

VII. MISCELLANEOUS

A. Severability

X10-G

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then this Agreement shall be void as to the County and the County shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. **Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. **Written Amendment**

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. **Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. **Non-Waiver**

XG-H

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

F. Assignment -

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

16-I

AI-21396 **8.A.**

Ratification of Short Term Extensions for Autopsy Facility & Dead Body Transport Services

CC CONSENT

Date:	06/01/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Ratification of vendor's agreement to Short Term Extensions (not to exceed 60 days) of current contracts with and for the following:
1) Autopsy Facility with Ceballos Funeral Home; and,
2) Dead Body Pick-up and Delivery Services with RGV Transport

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:
Funds available as of 05/28/10.

Attachments

Link: Letters from Vendors

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/27/2010 02:16 PM	APRV
2	Budget & Management	Erika Zamora	05/27/2010 02:24 PM	APRV
3	Sylvia Solis	Sylvia Solis	05/28/2010 10:01 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 10:04 AM	APRV

Form Started By: Marty Salazar Started On: 05/27/2010 10:44 AM

Final Approval Date: 05/28/2010

May 24, 2010

To Whom it may concern;

Please be advised that RGV Transport services L.L.C. agrees to extend our Contract for dead body transports with

the County of Hidalgo for a period of 30-60 days at the present rate and requirements.

If you should have any questions please feel free to call me at 956 648-2648.

Thank You

Aaron Rivera

May 24, 2010

Ms. Yolanda Velasquez
HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S. Business Highway 281 Administration Bldg
Edinburg, TX 78539

RE: Facility Extension

Dear Ms. Velasquez:

With regards to the above referenced matter, please be advised that Ceballos Funeral Home will be available to hold over the facilities for the County autopsies.

Ceballos will continue with the facilities and at the current rate for a period of thirty (30) days and in no event past sixty (60) days.

Please advise if this will be agreeable. Thank you for your prompt attention to this matter.

Sincerely,

Linda Ceballos

AI-21380 **8.B.**

INDEPENDENT AUDIT SERVICES FOR HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

CC CONSENT

Date:	06/01/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Request to Hidalgo County Commissioners Court by Patrick Arnold, Executive Director of Hidalgo County Adult Probation Department, authority to provide procurement services including authority to advertise Request for Qualifications with procurement packet (i.e. draft specifications/requirements, legal notices approved by Executive Director): "Independent Audit Services for Hidalgo County Community Supervision and Corrections Department" through project #RFQ-2010-187-00-00-otm with selection and award of firm to be made by Executive Director.

BACKGROUND

Proposed Advertisements Dates:

1st ad - June 05, 2010
2nd ad- June 12, 2010
Bid Opening Date: June 23, 2010

Fiscal Impact

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

BUDGETARY IMPACT:

Funding sources will be identified when contract negotiations are completed.

Attachments

Link: draft specs/requirements

Link: LEGAL NOTICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/27/2010 10:44 AM	APRV
2	Budget & Management	Erika Zamora	05/27/2010 10:45 AM	APRV
3	Erika Zamora	Erika Zamora	05/28/2010 04:51 PM	APRV
4	Auditor's Office		05/28/2010 05:12 PM	NEW

Form Started By: Olga Montero

Started On: 05/26/2010 10:41 AM

Final Approval Date: 05/28/2010

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

Brad Livingston
Executive Director

August 18, 2009

TO: **Community Supervision and Correction Department Directors**

FROM: **Marcia Roberts, Director of Fiscal Management, TDCJ-CJAD**

SUBJECT: **FY 2009 Independent Audit Guidelines, Compliance Requirements, and Standard Reporting Formats**

Attached are six (6) pages of the FY 2009 Independent Audit Guidelines and eleven (11) pages of the Standard Reporting Formats. Please note that new additional requirements (in bold print) are included in the guidelines. CSCDs are advised to discuss the detailed requirements and the following timetable for the FY 2009 audit with the independent auditors before concluding the engagement. This is to ensure that the auditors will be able to carry out the audit within the stated period.

1) Audit engagement letters, together with the audit firm's quality control review reports are to be submitted to TDCJ-CJAD no later than September 30, 2009.

2) Only 2 copies of the audit report are due to TDCJ-CJAD by March 31, 2010.

3) A risk score analysis concerning audit reviews by TDCJ-CJAD is now prepared yearly for each CSCD. This score is based upon financial information, audit results and audit findings.

4) Audit reports must disclose and list all vendors' **contracts** for offender services with values of $100,000 or more entered into by the CSCDs and the respective contract amounts involved**.**

5) If you previously submitted a Contract Monitoring Plan to TDCJ-CJAD with your FY07 or FY08 independent audit reports, you do not need to submit the Plan with the FY09 audit report. However, if you have not previously submitted the Contract Monitoring Plan for your CSCD, or if your Plan has had a major revision since the last submission, please submit a copy with the FY 2009 audit report.

6) Insure that your independent auditor has an updated copy of the TDCJ-CJAD FY 2009 Compliance Checklist (copy enclosed).

Please forward a copy of the guidelines and the standard reporting formats to your independent auditor. The CSCDs are to contact their respective TDCJ-CJAD budget analyst to compare the department's final budget with the final budget on record at TDCJ-CJAD. This follow-up on approved budgets will ensure that the independent auditor has the most current approved budget to conduct the audit and will reduce audit review findings. If you have any questions, please contact me at (512) 463-8266. Thank you for your cooperation.

cc: Fiscal Officers

Texas Department of Criminal Justice
Community Justice Assistance Division

Fiscal Year 2009

Independent Audit Guidelines

August 18, 2009

FY 2009 INDEPENDENT AUDIT GUIDELINES

The Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD) acknowledges the funding recipient's responsibility for all funds received. It is the responsibility of each funding recipient to arrange for an annual financial and compliance audit as stipulated below.

Audit Engagement Letters

A copy of the independent audit engagement letter is to be forwarded to TDCJ-CJAD no later than September 30, 2009. The independent audit firm should also attach a copy of its quality control review report with the engagement letter. Government Auditing Standards require organizations conducting audits for governmental departments to have an external quality control review at least once every three (3) years by an organization not affiliated with the organization being reviewed. TDCJ-CJAD will review the engagement letters to ensure that the recommended terms are included. Any engagement letter that does not include the recommended terms must be rewritten **to include those terms**. The recommended terms are as follows:

- The engagement letter is to state that the audit is to be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States.

- The engagement letter is to indicate that any audit opinion expressed will state whether the reports are presented in accordance with TDCJ-CJAD reporting requirements.

- The engagement letter is to state that TDCJ staff and/or State Auditor staff will be granted reasonable access to the working papers upon written request.

- The engagement letter is to state that audit working papers are to be retained for three (3) years from the date of the audit report.

General Audit Objectives

To determine that the funding recipient has set up and used appropriate financial and administrative systems of controls to discharge management responsibilities effectively and to accomplish program objectives;

To determine whether the financial reports submitted to TDCJ-CJAD contain accurate and reliable financial data;

To determine if the financial statements are presented fairly in accordance with TDCJ-CJAD financial reporting requirements;

To determine whether TDCJ-CJAD funds are expended in accordance with TDCJ-CJAD approved budgets; and

To determine that the funding recipient has no instances of non-compliance that are required to be reported under the Government Auditing Standards issued by the Comptroller General of the United States.

COMPLIANCE REQUIREMENTS

Applicable Laws and Regulations

To audit, the independent auditor must follow the requirements of generally accepted auditing standards and the Government Auditing Standards issued by the Comptroller General of the United States. The auditor must also be knowledgeable about the following:

- Article 42.12 of the Texas Code of Criminal Procedures;
- Chapter 76 and Chapter 509 of the Vernon's Texas Codes Annotated Government Code;
- Compliance with bidding requirements as codified in the Vernon's Texas Codes Annotated; Local Government Code, Chapter 262, Subchapter C;
- Family Code, Section 157.213;
- The Financial Management Manual for TDCJ-CJAD Funding, revised June 1, 2008;
- The Contract Management Manual for TDCJ-CJAD Funding of Offender Services;
- The TDCJ-CJAD Standards for CSCDs, revised April 2008 (Financial Section); and
- TDCJ-CJAD Standard and Special Conditions for receiving grant funds **as numerated in the Grant Award Statement**.

General Requirements

- All TDCJ-CJAD administered funds and locally generated program funds are to be audited, including Basic Supervision, Community Corrections (CC) Program Funds, Diversion Program (DP) Funds, and Treatment Alternatives to Incarceration Program (TAIP) Funds.

- CSCDs that previously submitted a Contract Monitoring Plan to TDCJ-CJAD with the FY07 or FY08 independent audit reports do not need to submit the Plan with the FY09 audit report. However, if the Plan was not previously submitted, or if the Plan has had a major revision since the last submission, then those CSCDs with vendor contracts for all services to offenders are to send to TDCJ-CJAD, along with the Independent Audit Report, a copy of their current Plan (vendor monitoring policy) on monitoring vendor payments and services.

- Audits are to cover the 12-month period of September 1, 2008 through August 31, 2009.

- Financial statements must be prepared using the modified accrual basis of accounting.

- As defined in the Financial Management Manual for TDCJ-CJAD Funding, revised June 1, 2008, revenues and expenditures accrued as of August 31, 2009 **AND** those goods received and paid for as of October 31, 2009, are to be included in the Fiscal Year 2009 Quarterly Financial Reports**.**

- CSCDs must have and operate by an existing policy on budget approval, and the policy must be approved in an open meeting by the judges charged with oversight of the CSCD (Government Code, Section 76.002, and TDCJ-CJAD's Financial Management Manual).

- Audit Reports must disclose and list all vendor contracts for offender services with values of $100,000 or more.

- **Audit Reports must disclose and list all other funding sources for the CSCD (sources other than TDCJ-CJAD), including, but not limited to, grants from other sources, county contributions, fees collected pursuant to Family Code, Section 157.213 (civil fees), and other fees collected by the CSCD that are not associated with programs funded by TDCJ-CJAD. This discloser must include the source, the amount, any restrictions on fund use, whether or not a separate budget is required by the funding source, and that the funds were expended in accordance with any applicable limitations.**

- The CSCD is to confirm its final TDCJ-CJAD approved budget for all programs with the TDCJ-CJAD Budget Section before providing the information to the independent auditor.

- A schedule of differences between the Audit Report and the CSCD's Quarterly Financial Reports shall be prepared for each program, whether or not a difference exists. **Detailed and specific explanations** should be given for any differences between the amounts in the Audit Report and the amounts in the CSCD Quarterly Financial Reports. For example, "The difference in Supervision Fees amounting to $500 was caused by the timing difference of reporting the August receipts of the previous fiscal year." Please note that responses such as "Differences in Supervision Fees amounting to $500 were caused by timing difference" are not specific and will not be acceptable.

- All audit findings and recommendations regarding financial and compliance matters are to be thoroughly addressed in the exit conference.

- Independent Audit Reports are to include the description of all relevant funds as contained in the Financial Management Manual for TDCJ-CJAD Funding.

- Independent Audit Reports must include a report on the CSCD's Community Service Restitution (CSR) programs that **previously allowed** offenders to make payment in lieu of performing CSR work. **Such reports, which can be shown as notes to the Audit Report, should include the fund balance, what the money is used for, and if the CSCD is currently allowing offenders to make payments in lieu of performing CSR work**. **(Refer to Texas Attorney General Opinion No. GA-0593, 2008.)**

- Two copies of audit reports are due to TDCJ-CJAD by March 31, 2010.

STANDARD REPORT CONTENTS

Minimum standards—report contents—will include the following:

Please note that these standards are not to be construed as a limitation on reporting. Any material findings and/or questioned costs observed should be disclosed regardless of the TDCJ-CJAD reporting requirements.

- An Independent Auditor's Opinion;
- A Combined Statement of Financial Position;
- A Combined Statement of Revenues, Expenditures and Changes in Fund Balances;
- Individual Statements of Revenues, Expenditures and Changes in Fund Balances for each program, reflecting Budget, Actual, Variance, and prior-year actual comparative information;
- Schedule of Differences between the actual amounts per the Audit Report and the amounts reported in the CSCD's Quarterly Financial Reports, **with detailed and specific explanations of all differences;**
- Applicable notes to the financial statements should include, but are not limited to, the accounting basis, description of individual programs, explanations for line item expenditures that exceed $15,000 or 15% (whichever is greater) of the approved line item budgeted amount in individual programs, and any interfund transfers receivable and payable;
- Independent Auditor's Report on Compliance and on Internal Control;
- Schedule of Findings and Questioned Costs for FY 2009, including the independent auditor's recommendations for alleviating such findings in the future or for correcting certain findings;
- Follow-up on findings of the previous Fiscal Year;
- TDCJ-CJAD Compliance Checklist (**as revised and attached herewith**), bound with the audit report; and
- Any letters to management as a result of the audit and the response by management.

Reporting Reminders

- All disbursements from the State to the funding recipient should be reported as Revenues.
- Balances Due to the State from previous fiscal years should be reported as reductions to Fund Balances.
- Deobligated Funds should be reported as negatives (decreases to) State Aid Revenues.
- Funds set aside for pending lawsuits and construction-related funds for which specific permission was obtained from TDCJ-CJAD to be carried over or encumbered from previous fiscal years are to be disclosed, audited, and reported in the financial statements.

Audit Tracking

- The Fiscal Management Section of TDCJ-CJAD will coordinate audit review activities.
- TDCJ-CJAD will follow up on any deficiencies, questioned costs, audit findings, and resolution of findings noted in the financial and compliance audit reports.

DEFINITIONS

Balances Due to the State (Refund Due to TDCJ-CJAD) are unexpended funds payable to TDCJ-CJAD following the end of the second fiscal year of each legislative biennium.

Community Corrections Facility (CCF) is a residential program operated by the CSCD.

Community Supervision Fees are fees collected directly from offenders. These fees should be budgeted and reported only in Basic Supervision.

Deobligated Funds are State funds that have been removed from the budget by the CSCD and subsequently returned to TDCJ-CJAD, normally during the same fiscal year in which the funds were awarded.

Funding Recipient is the Community Supervision and Corrections Department (CSCD) or a governmental or nonprofit organization that receives TDCJ-CJAD funds to carry out an approved program.

Independent Auditor is a certified public accountant licensed by the Texas State Board of Public Accountancy. The independent auditor meets the independence standards specified in the Government Auditing Standards issued by the Comptroller General of the United States.

Interest Income is revenue resulting from investment of funds. Interest income should be budgeted and reported only in Basic Supervision.

Interfund Transfer is movement of funds between programs. If funds are moved between programs (for example, from Basic Supervision to a Community Corrections (CC) funded program or from a CC program to a DP or TAIP program), then the "Interfund Transfer" line is used. **However, if funds are moved between two CC funded programs, or between two DP programs (i.e., two like-type funded programs), then the "State Aid" line is either reduced or increased in the affected CC or DP programs. For programs funded by DP or TAIP funds (grant programs), movement of funds (normally into the program) is on the "Interfund Transfer" line when the funds come from Basic Supervision or a CC program.**

Modified Accrual Basis of Accounting requires that revenues are recognized when "measurable and available" and expenditures are recognized in the "accounting period in which the fund liability is incurred." For reporting purposes, TDCJ-CJAD requires all CSCDs to recognize, in the fiscal year being audited, all revenues and expenditures accrued by August 31. To be reportable, these goods must be received and the expenditures paid by October 31.

Other Revenue may be budgeted and reported in any program to which it is related.

Payments by Program Participants are fees collected directly from offenders for their share of costs for various programs operated by the CSCD. These program participant fees may be budgeted and reported in any program to which they are collected and related; i.e., Basic Supervision, Community Corrections, Diversion Program, or TAIP.

Quarterly Financial Reports (and other financial reports required by TDCJ-CJAD) are interim financial report forms that are prepared on the basis of specific TDCJ-CJAD guidelines. The guidelines do not necessarily conform to Generally Accepted Accounting Principles.

Questioned Costs are costs challenged in an audit report or in a review of an audit report.

State Aid is funds provided to the CSCDs from TDCJ-CJAD for basic operations and program costs.

State Aid: SAFPF is funds from TDCJ-CJAD for officers supervising and providing aftercare for offenders released from Substance Abuse Felony Punishment Facilities (SAFPF). These funds should be budgeted and reported only in Basic Supervision.

Texas Department of Criminal Justice
Community Justice Assistance Division

Fiscal Year 2009

Standard Reporting Formats

August 18, 2009

(INDEPENDENT AUDITOR LETTERHEAD)

(County Name) Community Supervision and Corrections Department
City, Texas
EXAMPLE OF UNQUALIFIED OPINION
(See AICPA Audit and Accounting Guide for Audits of State and Local Governmental Units for additional formats in case a qualified opinion is to be issued.)

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying combined financial statements of the *(County Name)* Community Supervision and Corrections Department, and the combining and individual funds of (County Name) Community Supervision and Corrections Department as of and for the year ended August 31, XXXX, as listed in the table of contents. These financial statements are the responsibility of the management of the *(County Name)* Community Supervision and Corrections Department. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in Note 1, the financial statements are prepared using the prescribed basis of accounting that demonstrates compliance with the Texas Department of Criminal Justice – Community Justice Assistance Division's (TDCJ-CJAD's) financial reporting requirements, which is a comprehensive basis of accounting other than generally accepted accounting principles.

As discussed in Note 1, the financial statements present only the *(County Name)* Community Supervision and Corrections Department, and are not intended to present fairly the financial position of (County Name) County, Texas and the results of its operations in conformity with generally accepted accounting principles.

In our opinion, the combined financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of the (County Name) Community Supervision and Corrections Department, as of August 31, XXXX, and the results of its operations for the year then ended, in conformity with the basis of accounting described in the Notes. Also, in our opinion, the combining and individual funds referred to above present fairly, in all material respects, the financial position of each of the individual funds of (County Name) Community Supervision and Corrections Department, as of August 31, XXXX, and the results of operations of such funds for the year then ended in conformity with the basis of accounting described in the Notes.

In accordance with Government Auditing Standards, we have also issued a report dated (date of report) on our consideration of (County Name) Community Supervision and Corrections Department's internal control structure and a report dated (date of report) on its compliance with laws and regulations.

This report is intended solely for the information and use of the management, others within the organization, (*County Name)* Community Supervision and Corrections Department, and the Texas Department of Criminal Justice - Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Firm's Name

March 1, XXXX
(Signed by Independent Auditor)

(County Name) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

COMBINED STATEMENT OF FINANCIAL POSITION

AUGUST 31, 200Y

(All TDCJ-CJAD funding sources should be included.)

ASSETS

	Basic Supervision	*Community Corrections*	*Diversion Program*	*TAIP*	*Total*
Cash					
Bank Balances	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Petty Cash	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Time Deposits	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Cash	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Accounts Receivable					
Community Supervision Fees	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Due From _____	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Accounts Receivable	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Assets	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00

LIABILITIES AND FUND BALANCE

Liabilities					
Accounts Payable	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Due To TDCJ-CJAD	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Due To _____	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Liabilities	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Fund Balance	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Liabilities and Fund Balance	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00

The accompanying notes are an integral part of these financial statements.

(County Name) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED AUGUST 31, 200Y

REVENUE	*Basic Supervision*	*Community Corrections*	*Diversion Program*	*TAIP*	*Total*
State Aid	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
State Aid: SAFPF	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Community Supervision Fees	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Payment by Program Participants	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Interest Income	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Other Revenue	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Revenue	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
EXPENDITURE					
Salaries and Fringe Benefits	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Travel and Furnished Transportation	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Contract Services	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Professional Fees	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Supplies and Operating Expenses	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Facilities	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Utilities	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Equipment	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Expenditure	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
FUND BALANCE 9/1/XXXX	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Prior Period Adjustment	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Interfund Transfer In (Out)	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Fund Balance before Refund to TDCJ-CJAD	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Refund Due to TDCJ-CJAD	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00
FUND BALANCE 8/31/200Y	$00,000.00	$00,000.00	$00,000.00	$00,000.00	$00,000.00

The accompanying notes are an integral part of the financial statements.

(County Name) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
(City Name), TEXAS
INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND PRIOR YEAR
FOR THE YEAR ENDED AUGUST 31, 200Y

BASIC SUPERVISION (***OR*** *COMMUNITY CORRECTIONS--****SPECIFIC PROGRAM****, OR TAIP PROGRAM,* ***OR*** *DIVERSION PROGRAM--* ***SPECIFIC PROGRAM***)

	Budget	*Actual*	*Variance Favorable (Unfavorable)*	*Prior Year (Actual)*
REVENUE				
State Aid	$00,000.00	$00,000.00	$00,000.00	$00,000.00
State Aid: SAFPF	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Community Supervision Fees	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Payment by Program Participants	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Interest Income	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Other Revenue	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Revenue	$00,000.00	$00,000.00	$00,000.00	$00,000.00
EXPENDITURE				
Salaries and Fringe Benefits	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Travel and Furnished Transportation	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Contract Services	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Professional Fees	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Supplies and Operating Expenses	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Facilities	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Utilities	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Equipment	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Total Expenditure	$00,000.00	$00,000.00	$00,000.00	$00,000.00
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	$00,000.00	$00,000.00	$00,000.00	$00,000.00
FUND BALANCE 9/1/XXXX	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Prior Period Adjustment	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Interfund Transfer In (Out)	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Fund Balance before Refund to CJAD	$00,000.00	$00,000.00	$00,000.00	$00,000.00
Refund Due to CJAD	$00,000.00	$00,000.00	$00,000.00	$00,000.00
FUND BALANCE 8/31/200Y	$00,000.00	$00,000.00	$00,000.00	$00,000.00

The accompanying notes are an integral part of the financial statements.

NOTES
(Examples)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity *(Comments should address all TDCJ-CJAD funding sources at the CSCD.)*

The accompanying financial statements include the revenue of the (County Name) Community Supervision and Corrections Department related to the receipt of funds administered by the Community Justice Assistance Division of the Texas Department of Criminal Justice from State Appropriations for Diversion Program Grants, Community Corrections Program Funds, the Basic Supervision Fund, Treatment Alternatives to Incarceration Program Funds, **local fees collected for the use of the CSCD,** and the expenditure of those funds.

Basis of Accounting

Describe.

2. FUNDING SOURCES - STATE AID

Basic Supervision

Describe.

Community Corrections Program Funds

LIST AND DESCRIBE PROGRAMS.

Diversion Program Grants

LIST AND DESCRIBE PROGRAMS.

Treatment Alternatives to Incarceration Programs (TAIP) Funding

Describe.

3. FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (county contributions, donations, etc.)

Describe, including source, amount, restrictions for use, and if funds are expended in accordance with any applicable limitations.

4. FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE NOT REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Civil Fees, CSR Funds, Victim Restitution Funds, etc.)

Describe, including source, amount, restrictions for use, and if funds are expended in accordance with any applicable limitations.

5. EXCESS OF EXPENDITURES OVER BUDGETS IN INDIVIDUAL PROGRAMS

*Describe the excess amounts **with explanations**.*

6. INTERFUND TRANSFERS RECEIVABLE AND PAYABLE

Describe.

7. VENDOR CONTRACTS FOR OFFENDER SERVICES

For contracts and/or payments over $100,000, list vendors who provide services to offenders, along with the total amounts paid. State whether of not there is a valid contract with each vendor.

8. OTHER

Other notes as deemed appropriate.

(County Name) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS

FUNDING SOURCE AND PROGRAM TITLE (if applicable)

FOR THE YEAR ENDED AUGUST 31, 200Y

	Audit	*Per CSCD Report*	*Difference**
REVENUE			
State Aid	$00,000.00	$00,000.00	$00,000.00
State Aid: SAFPF	$00,000.00	$00,000.00	$00,000.00
Community Supervision Fees	$00,000.00	$00,000.00	$00,000.00
Payment by Program Participants	$00,000.00	$00,000.00	$00,000.00
Interest Income	$00,000.00	$00,000.00	$00,000.00
Other Revenue	$00,000.00	$00,000.00	$00,000.00
Total Revenue	$00,000.00	$00,000.00	$00,000.00
EXPENDITURE			
Salaries and Fringe Benefits	$00,000.00	$00,000.00	$00,000.00
Travel and Furnished Transportation	$00,000.00	$00,000.00	$00,000.00
Contract Services	$00,000.00	$00,000.00	$00,000.00
Professional Fees	$00,000.00	$00,000.00	$00,000.00
Supplies and Operating Expenses	$00,000.00	$00,000.00	$00,000.00
Facilities	$00,000.00	$00,000.00	$00,000.00
Utilities	$00,000.00	$00,000.00	$00,000.00
Equipment	$00,000.00	$00,000.00	$00,000.00
Total Expenditure	$00,000.00	$00,000.00	$00,000.00
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	$00,000.00	$00,000.00	$00,000.00
FUND BALANCE 9/1/XXXX	$00,000.00	$00,000.00	$00,000.00
Prior Period Adjustment	$00,000.00	$00,000.00	$00,000.00
Interfund Transfer In (Out)	$00,000.00	$00,000.00	$00,000.00
Fund Balance before Refund to CJAD	$00,000.00	$00,000.00	$00,000.00
Refund Due to CJAD	$00,000.00	$00,000.00	$00,000.00
FUND BALANCE 8/31/200Y	$00,000.00	$00,000.00	$00,000.00

Note A *Example: Difference due to prior year difference between CSCD report and the General Ledger; correction was made during the current year.

(INDEPENDENT AUDITOR LETTERHEAD)

(Example report - no issues noted)
(See AICPA Audit and Accounting Guide for Audits of State and Local Government Units for additional formats.)

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE AND ON INTERNAL CONTROL BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

(County name) Community Supervision and Corrections Department
City, Texas

We have audited the financial statements of the (County name) Community Supervision and Corrections Department, as of and for the year ended August 31, 200Y, and have issued our report thereon dated (March 1, 200X). We conducted our audit in accordance with generally accepted auditing standards and the Government Auditing Standards issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether (County name) Community Supervision and Corrections Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under Government Auditing Standards. (However, we noted certain immaterial instances of noncompliance that we have reported to management of (County name) Community Supervision and Corrections Department in a separate letter dated March 1, 200X.)

Internal Control Over Financial Reporting

In planning and performing our audit, we considered (County name) Community Supervision and Corrections Department's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be material weaknesses. (However, we noted other matters involving the internal control over financial reporting that we have reported to management of (County name) Community Supervision and Corrections Department in a separate letter dated March 1, 200X.)

This report is intended solely for the information and use of the management, others within the organization, (County Name) Community Supervision and Corrections Department, and the Texas Department of Criminal Justice and is not intended to be and should not be used by anyone other than these specified parties.

March 1, 200X
(Signed)
Accounting Firm

(County Name) COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
(City), TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 200Y

Reportable Condition (*example*)

The (County Name) Community Supervision and Corrections Department, (City), Texas, has not established procedures that will identify, record, and report all transactions and accounts handled by the department.

The Financial Management Manual (FMM) for TDCJ-CJAD Funding requires the reporting of all funds and transactions of the department.

These conditions were considered in determining the nature, timing, and extent of the audit tests to be applied in our audit. The books and records have been adjusted to reflect all transactions and accounts of the department.

There are no questioned costs associated with this finding. OR

The department incurred expenditures not expressly allowed in accordance with the FMM. The itemized list below details the expenditures that do not conform to the FMM's guidelines.

The department failed to follow guidelines as outlined in the FMM, and the fiscal agent failed to properly classify and report certain transactions of the department.

The department should review accounting and reporting procedures in the FMM.

Statement of Corrective Action Taken

Department personnel and the fiscal agent will review accounting and reporting procedures in the FMM. They will also include all accounts and transactions in future reports, with all transactions properly classified.

The county is in the process of installing a new accounting system that will include all funds of the CSCD. When financial information is available to the CSCD, the issuance of more accurate and timely quarterly reports will be possible.

FY 2009 TDCJ-CJAD Compliance Checklist

Indicate whether these compliance requirements have been met by answering "Yes," "No," or "NA"(Not Applicable):

Yes	No	
_____	_____	Separate accountability is maintained for TDCJ-CJAD funds.
_____	_____	Revenues and Expenditures reported to TDCJ-CJAD are in agreement with, or reconcilable to, the funding recipient's accounting records and with audited expenditures in each budget category.
_____	_____	TDCJ-CJAD funds and locally generated revenues are expended in accordance with the Financial Management Manual for TDCJ-CJAD Funding, TDCJ-CJAD Funding and Fiscal Management Updates, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws.
_____	_____	Proper cutoff procedures are observed at the end of each fiscal period. The cutoff date for revenues recognition and expenditures payments of FY 2009 is October 31, 2009. The modified accrual basis of accounting is used in preparing the fourth quarter reports for submission to TDCJ-CJAD.
_____	_____	If the CSCD serves both juveniles and adults, expenditures that benefit both juveniles and adults are prorated on an equitable basis. Determination of the method of prorating such expenditures is supported by adequate documentation.
_____	_____	TDCJ-CJAD funds are not used to pay judges' salaries (**unless specifically approved by TDCJ-CJAD in a Program Budget; i.e., DWI Courts),** community justice council members' salaries, or other court-related expenses.
_____	_____	Expenditures and revenues are supported by adequate documentation.
_____	_____	If the CSCD determines that an increase or decrease in revenue or expenditures is required, budget adjustments are submitted to TDCJ-CJAD in accordance with the **Financial Management Manual for TDCJ-CJAD Funding.**
_____	_____	Idle funds are invested according to Vernon's Texas Codes Annotated Local Government Code Section 140.003(f).
_____	_____	All employees with access to funds are covered by a surety bond.
_____	_____	Locally generated funds, **and other collections**, are documented with a proper receipt system.
_____	_____	**All non-TDCJ-CJAD funded program fees are expended in accordance with applicable limitations.**
_____	_____	All equipment is physically inventoried and adequately supported with an inventory form. Surplus equipment is disposed of in accordance with TDCJ-CJAD guidelines.
_____	_____	**Victim** Restitution Funds are accounted for in accordance with Vernon's Texas Codes Annotated Government Code Section 76.013.
_____	_____	TDCJ-CJAD policies regarding contracts with vendors have been followed.
_____	_____	All leases have received TDCJ-CJAD approval prior to the expenditure of funds.
_____	_____	All purchases adhere to the requirements of the Vernon's Texas Codes Annotated Local Government Code, Section 262.023, regarding competitive bids.
_____	_____	The CSCD has a policy regarding eligibility for employee salary merit increases.

The CSCD has an existing policy on budget approval, operates by the policy, **and the policy has been approved in an open meeting by the judges charged with oversight of the CSCD (Government Code, Section 76.002, and TDCJ-CJAD's Financial Management Manual).**

Does the CSCD allow offenders to pay a fee in lieu of performing community service restitution (CSR) work hours, and does the CSCD have an applicable written policy allowing this?

RFQ NO: 2010-187-00-00-otm	BUYER III: OLGA T. MONTERO	TEL: 956-292-7000-EXT. 4859

REQUEST FOR QUALIFICATIONS

Hidalgo County CSCD
(ADULT PROBATION)
Edinburg, Texas

HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT- "INDEPENDENT AUDIT SERVICES"

_____, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2010-187-00-00-otm**

1. **Sealed Statements of Qualifications** will be received for "**Hidalgo County Community Supervision and Corrections Department-Independent Audit Services"**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Community Supervision & Corrections Department (hereafter "CSCD Department"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County CSCD's director reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2010-187-00-00-otm-HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT-INDEPENDENT AUDIT SERVICES"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, , 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2010-187-00-00-otm-HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT-INDEPENDENT AUDIT SERVICES.

   Hidalgo County CSCD director reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County CSCD.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Wednesday, _____, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, _____, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County CSCD director reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County CSCD also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County CSCD from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Hidalgo County Community Supervision and Corrections Department-Independent Audit Services"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Community Supervision & Corrections Department
(Adult Probation)
P.O. BOX 1109
Edinburg, TX 78542
(956) 318-2920
ATTN.: Arnold K. Patrick

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**_____, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

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

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier

in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Hidalgo County Community Supervision and Corrections Department-
"Independent Audit Services"
RFQ No: 2010-187-00-00-otm

_____, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County CSCD for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County CSCD reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

AI-21376 **8.C.**

HCSO-Extensions/Renewals-C-09-127-06-08 (A to Z Tire), C-09-127A-06-08 (Southern Tire Mart, LLC) & C-09-127B-06-08 (Tire Centers, LLC)

CC CONSENT

Date:	06/01/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of the first (1st) year of the additional two (2) one (1) year period extensions as provided in current contract for: "PURCHASE OF TIRES" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with multi awarded vendors: A to Z TIRE & BATTERY, INC., SOUTHERN TIRE MART, LLC and TIRE CENTERS, LLC- effective 06/08/10 - 06/07/11.

BACKGROUND

Memo approval by HCSO
Extension Letters A to Z Tire & Battery Inc, Southern Tire Mart, LLC, Tire Centers, LLC
Current Contract Documents for C-09-127-06-08, C-09-127A-06-08 & C-09-127B-06-08

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-672

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

BUDGETARY IMPACT:

Available balance as of 5-28-10 $139,206.75.

Attachments

Link: Extension Letter-Southern Tire Mart LLC

Link: Extension-Tire Centers LLC

Link: Extension-A to Z Tires

Link: Memo-Extension approval by HCSO

Link: Contract Doc#C-09-127A-06-08-Southern Tire Mart

Link: Contract Doc#C-127B-06-08-Tire Centers LLC

Link: Contract Doc#C-09-127-06-08-A to Z Tires

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/27/2010 04:01 PM	APRV
2	Budget & Management	Erika Zamora	05/27/2010 04:10 PM	APRV

3	Manuel Chapa	Manuel Chapa	05/28/2010 08:24 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 09:03 AM	APRV

Form Started By: Letty Saenz Started On: 05/26/2010 10:31 AM

Final Approval Date: 05/28/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 25, 2010

Bobby Harms, Director of Governmental Sales
SOUTHERN TIRE MART
5051 Sharp Street
Dallas, Texas 75847
Ph. (877) 786-4681

via email bharms@stmtires.com
via certified mail

Re: ***Extension to Contract No. C-09-127A-06-08 -"Purchase of Tires"-Hidalgo County Sheriff's Office***

Dear Mr. Harms:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **FIRST (1ST) YEAR of the additional TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of **JUNE 1, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than May 26, 2010, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Bobby Harms, Director of Governmental Sales

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 25, 2010

Rodolfo Rodriguez, Center Manager
TIRE CENTERS, LLC
403 East Expressway 83
Pharr, Texas 78577
Ph. (956) 283-8887

via email tci617mgr@tirecenters.com
via hand delivered

Re: ***Contract No. C-09-127B-06-08 -"Purchase of Tires"-Hidalgo County Sheriff's Office***

Dear Mr. Rodriguez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **FIRST (1ST) YEAR of the additional TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of **JUNE 1, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than May 26, 2010, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: Rodolfo Rodriguez
Rodolfo Rodriguez, Center Manager

Date: 5-26-2010

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 25, 2010

Philip Nussbaum, President
A to Z TIRE & BATTERY, INC.
812 West 4th
Amarillo, Texas 79105-9138
Ph. (806) 373-2592

via email pnussbaum@atoztire.com
via certified mail

Re: ***Contract No. C-09-127-06-08 -"Purchase of Tires"-Hidalgo County Sheriff's Office***

Dear Mr. Nussbaum:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **FIRST (1ST) YEAR of the additional TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting of **JUNE 1, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than May 26, 2010, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Phillip Nussbaum, President

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Honorable Guadalupe Trevino, Sheriff — via email amartinez@hidalgoso.org
c/o **Anacleto Martinez, Chief Deputy** — via email juantapia@hidalgoso.org
Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Department

From: Leticia Saenz, CPPB, Contract Manager
Hidalgo County Purchasing Department

Date: May 25, 2010

Re: ***NOTICE OF INTENT TO EXTEND/RENEW THE CONTRACTS AS FOLLOWS***

Chief Martinez, please be advised that I will be placing the following contract for approval of extensions/renewals on the next Commissioner's Court agenda for Tuesday, June 1, 2010:

Contract No.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
C-09-127-06-08	A to Z TIRES & BATTERY, INC.	Purchase of Tires	Exercise the FIRST (1ST) YEAR of the additional Two (2) one (1) year periods extension/renewal 06/08/10-06/07/11
C-09-127A-06-08	SOUTHERN TIRE MART	Purchase of Tires	Exercise the FIRST (1ST) YEAR of the additional Two (2) one (1) year periods extension/renewal 06/08/10-06/07/11
C-09-127B-06-08	TIRE CENTERS, LLC	Purchase of Tires	Exercise the FIRST (1ST) YEAR of the additional Two (2) one (1) year periods extension/renewal 06/08/10-06/07/11

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Contracts, Hidalgo County Commissioners' Court has the option to exercise the additional terms as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "**option**" for the contracts specified above by signing below and returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to leticia.saenz@co.hidalgo.tx.us in order to proceed with placement for approval on the next Commissioner's Court agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ____ I do not wish to obtain the one (1) year period extension.

Hidalgo County Sheriff's Office Authorized Signature: _____ **Date:** May 27, 2010

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

REQUIREMENTS AGREEMENT
C-09-127A-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the **8th** day of **June, 2009** by and between **Southern Tire Mart, LLC** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the **"Purchase of Tires"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. 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.

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. 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:
Southern Tire Mart, LLC
Attention: Bobby Harms, Director of Government Sales
5051 Sharp Street/P.O. Box 1000 Dept. 143
Dallas, Texas 75247

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

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **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 therefore 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.

COUNTY OF HIDALGO

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

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Southern Tire Mart, LLC

By: _____
Printed Name: BOBBY HARMS
Title: DIRECTOR GOV. SALES

APPROVED AS TO FORM:

_____
Antonio Mendoza, Assistant District Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: **~~HIDALGO COUNTY SHERIFF'S OFFICE~~**
Request for Bids -**"Tires, Mounting, Rotation and Balancing Service"**
Bid No: 09-127-04-29-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.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

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 SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-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 5 pages.**
4. **Exhibit "B" Bid Page consisting 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 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Requirement Agreement, consisting of 5 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

April 14, 2009
Date

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

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

BID OPENING DATE: April 29, 2009

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 SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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, April 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

   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 SHERIFF'S OFFICE– TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 29, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. 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 SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

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"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR BID
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**

2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. **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.**

4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

5. Vendor(s) needs to have been in business for at least two years.

6. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

7. ~~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 two (2) additional one (1) year terms under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

9. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).

12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".

13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.

14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.

15. All tires specified as "all steel" should be for speeds of 100 mph and greater.

16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

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:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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 $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU- ☐ OTHER TORY LIMITS 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 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 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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)	Bridgestone DuravisR250 (206-378)	$128.75	$8.00	$6.00	$8.00
2	LT235-75-R15 (all terrain 10 ply)	Firestone Transforce HT (189-650)	$80.00	$8.00	$6.00	$8.00
3	P215-60-R16	Firestone FR380 (061-991)	$66.00	$8.00	$6.00	$8.00
4	LT265-70-R17 (all terrain 10 ply)	Firestone Transforce AT (200-190)	$106.75	$8.00	$6.00	$8.00
5	P225-60-R16	Firestone PV-41 (067-911)	$75.00	$8.00	$6.00	$8.00
6	LT245-78-R16 (all terrain 10 ply)	Firestone Transforce AT (189-582)	$81.00	$8.00	$6.00	$8.00
7	LT265-75-R16 (all terrain 10 ply)	Firestone Transforce AT (189 599)	$88.00	$8.00	$6.00	$8.00
8	P265-70-R18	Firestone Destination AT (077-546)	$102.50	$8.00	$6.00	$8.00
9	P255-70-R16	Firestone Destination AT (026-869)	$87.00	$8.00	$6.00	$8.00
10	P205-65-R15	Firestone FR380 (098-019)	$48.00	$8.00	$6.00	$8.00
11	P205-55-R16	Firestone FR710 (085-876)	$69.60	$8.00	$6.00	$8.00
12	P205-50-R16	Firestone Wide Oval (027-651)	$66.75	$8.00	$6.00	$8.00
13	245-70-R19.5 (hwy)	Firestone FS560 12 PLY (169-981)	$172.00	$18.00	$22.00	$20.00
14	P205-75-R15	Firestone FR380 (098-051)	$53.00	$8.00	$6.00	$8.00
15	LT235-75-R16	Firestone Destination AT SL (112-192)	$83.40	$8.00	$6.00	$8.00
16	P235-70-R17	Firestone Destination AT (094-869)	$91.00	$8.00	$6.00	$8.00
17	LT325-65-R18	Firestone Destination AT (192-353)	$220.00	$8.00	$6.00	$8.00

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

*Service will be performed out of:.

345 W. Expressway 83
Pharr, Texas 78577
(956) 702-9888 Office (956) 702-9889 Fax

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	$102.12	**CHAPARRAL XT**	**$75.00**	BRIDGESTONE DURAVISR250 (206-378)	$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	$86.92	NO BID	NO BID	**FIRESTONE TRANSFORCE HT (189-650)**	**$80.00**
3	P215-60-R16	UNIROYAL AS6000	$55.07	**FINALIST**	**$44.00**	FIRESTONE FR380 (061-991)	$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	$127.70	**SUMMIT**	**$103.00**	FIRESTONE TRANSFORCE AT (200-190)	$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	$73.58	**FINALIST**	**$46.50**	FIRESTONE PV-41 (067-911)	$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	$107.59	**CHAPARRAL XT**	**$74.00**	FIRESTONE TRANSFORCE AT (189-582)	$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	$115.10	**CHAPARRAL XT**	**$81.50**	FIRESTONE TRANSFORCE AT (189-599)	$88.00
8	P265-70-R18	BFG LG	$110.86	TOYO HT	$118.00	**FIRESTONE DESTINATION AT (077-546)**	**$102.50**
9	P255-70-R16	UNIROYAL AWP	$80.07	**NEPTUNE**	**$71.50**	FIRESTONE DESTINATION AT (026-869)	$87.00

10	P205-65-R15	UNIROYAL AS6000	$46.92	**FINALIST**	**$39.00**	FIRESTONE FR380 (098-019)	$48.00
11	P205-55-R16	UNIROYAL TOURING	$60.15	**FINALIST**	**$40.00**	FIRESTONE FR710 (085-876)	$69.60
12	P205-50-R16	HANKOOK H418	$72.21	**WESTLAKE**	**$45.00**	FIRESTONE WIDE OVAL (027-651)	$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	$179.53	**ADVANCE**	**$128.00**	FIRESTONE FS560 12 PLY (169-981)	$172.00
14	P205-75-R15	UNIROYAL AS6000	$44.73	**CATALYST**	**$43.50**	FIRESTONE FR380 (098-051)	$53.00
15	LT235-75-R16	**UNIROYAL AWR**	**$71.63**	TOYO HT	$86.00	FIRESTONE DESTINATION AT SL (112-192)	$83.40
16	P235-70-R17	HANKOOK RHD3	$91.43	TOYO	$102.00	**FIRESTONE DESTINATION AT (094-869)**	**$91.00**
17	LT325-65-R18	BFG AIT	$233.82	**TOYO**	**$180.00**	FIRESTONE DESTINATION AT (192-353)	$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/27/2009 12:29:27

PRODUCER
Zurich
888-795-7544
7045 College Blvd
Overland Park KS 66211

37826

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 212
SOUTHERN TIRE MART LLC
529 INDUSTRIAL PARK RD
COLUMBIA MS 39429
USA

COMPANIES AFFORDING COVERAGE

COMPANY A: Universal Underwriters Insurance Company

COMPANY B:

COMPANY C:

COMPANY D:

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT	266120C	8/1/2008	8/1/2009	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ $ 1,500,000 $ $ 500,000 $ $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	266120C	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 300,000 $ $ $
A	**GARAGE LIABILITY** [ ] ANY AUTO	266120C	8/1/2008	8/1/2009	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ 500,000 $
A	**EXCESS LIABILITY** [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	266120C	8/1/2008	8/1/2009	EACH OCCURRENCE AGGREGATE Products Comp-Op Agg	$ 26,000,000 $ $ 26,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [X] EXCL				WC STATU-TORY LIMITS [ ] OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	$ $ $
A	**OTHER** Customer Auto	266120C	8/1/2008	8/1/2009	Direct Primary	2,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

End. 089 Applies -Umbrella Limit Inclusive. Customer Auto Excluded for Natural Disasters.

30-day Notice of Cancellation applies. except for cancellations due to non-payment of premium

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 COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Chris Reeves

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AK SOUTH41 | DATE (MM/DD/YYYY) 05/27/09

PRODUCER

HUB Int'l Gulf South Limited
11606 Southfork Dr.; Suite 300
Baton Rouge LA 70816
Phone: 225-218-2400 Fax: 225-218-2401

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

Southern Tire Mart, LLC
529 Industrial Park Road
Columbia MS 39429

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Insurance Co.	23043
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	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2-191-449285-018-01	05/01/09	05/01/10	X WC STATUTORY LIMITS OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County
Attn: Purchasing Dept
2912 S. Highway Bus 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Alliqood

ACORD 25 (2001/08)

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AI-15676 **23.I.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service-Multiple Bid Award

CC REGULAR

Date: 06/08/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contracts to lowest mulitple bidders meeting all specifications and/or requirements as attached hereto for:"Tires, Mounting, Rotation and Balancing Service" - Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT.

BACKGROUND

Recommended vendor(s): "Tire Centers LLC" - Tires only, "A to Z Tire & Battery Inc" - Tires only, "Southern Tire Mart LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 6/4/09 $245,683.30

Attachments

Link: Recommendation Memo,Tabulation Sheet and Participation Log
Link: contract-A to Z Tire & Battery Inc
Link: contract-Southern Tire Mart LLC
Link: contract-Tire Centers LLC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 04:48 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:12 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 03:31 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Eric Trevino Started On: 05/26/2009 01:06 PM
Final Approval Date: 06/05/2009

AI-15903 **22.H.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service - Multiple Bid Award

CC REGULAR

Date: 06/15/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting approval of a clarification to bid and contract awards **(as approved by CC on 6-8-09, AI 15676) for** "Tires, Mounting, Rotation and Balancing Services" for Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT, to reflect award **for (TIRES ONLY) to** multiple bidders: A to Z Tire & Battery, Inc.; Southern Tire Mart, L.L.C.; Tire Centers, L.L.C. that met all specifications and requirements with notification by **Sheriff's Department of their request not to re-advertise for: "Tire Mounting, Rotation and Balancing Services" at this time.**

BACKGROUND

Awarded Vendor(s): "A to Z Tire & Battery Inc" - Tires only "Southern Tire Mart LLC" - Tires only "Tire Centers LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 06/10/09 $245,683.30

Attachments

Link: Recommendation Memo,Tabulation Sheet and Participation Log
Link: Contract-A to Z Tire & Battery Inc
Link: Contract-Southern Tire Mart LLC
Link: Contract-Tire Centers LLC
Link: email-HCSO-Not to advertise Mounting, Rotation & Balancing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2009 08:59 AM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 10:10 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2009 08:09 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Eric Trevino Started On: 06/09/2009 08:51 AM
Final Approval Date: 06/12/2009

REQUIREMENTS AGREEMENT
C-09-127B-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the **8th** day of **June, 2009** by and between **Tire Centers, LLC** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the **"Purchase of Tires"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. 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.

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. 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:
Tire Centers, LLC
Attention: Rodolfo Rodriguez, Center Manager
403 East Expressway 83
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 Unites States mail.

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

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **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 therefore 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.

COUNTY OF HIDALGO

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

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Tire Centers, LLC

By: _____
Printed Name: Rodolfo Rodriguez
Title: Center Manager

APPROVED AS TO FORM:

_____
Antonio Mendoza, Assistant District Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: **~~HIDALGO COUNTY SHERIFF'S OFFICE~~**
Request for Bids -**"Tires, Mounting, Rotation and Balancing Service"**
Bid No: 09-127-04-29-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.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

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 SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-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 5 pages.**
4. **Exhibit "B" Bid Page consisting 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 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Requirement Agreement, consisting of 5 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

April 14, 2009
Date

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

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

BID OPENING DATE: April 29, 2009

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 SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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, April 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

   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 SHERIFF'S OFFICE– TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 29, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. 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 SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

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"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR BID
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**

2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. **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.**

4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

5. Vendor(s) needs to have been in business for at least two years.

6. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

7. ~~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 two (2) additional one (1) year terms under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

9. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).

12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".

13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.

14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.

15. All tires specified as "all steel" should be for speeds of 100 mph and greater.

16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

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:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AUTO ONLY: AGG $ EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				☐ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

COPY

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE Tires Purchased at TCI.

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)	Valve Stem / Sensor
1	235-85-R16 (hwy all steel 10 ply)	Michelin XPS	$162.12	0	0	$8.00	$1.00 $2.00
2	LT235-75-R15 (all terrain 10 ply)	Hankook RF10	$86.92	0	0	$8.00	$1.00 $2.00
3	P215-60-R16	Uniroyal AS6000	$55.07	0	0	$8.00	$1.00 $2.00
4	LT265-70-R17 (all terrain 10 ply)	Hankook RF10	$127.70	0	0	$8.00	$1.00 $2.00
5	P225-60-R16	B.F.G. Advantage	$73.58	0	0	$8.00	$1.00 $2.00
6	LT245-78-R16 (all terrain 10 ply)	Hankook RF10	$107.59	0	0	$8.00	$1.00 $2.00
7	LT265-75-R16 (all terrain 10 ply)	Uniroyal AWT	$115.10	0	0	$8.00	
8	P265-70-R18	BFG LG	$110.86	0	0	$8.00	$1.00 $2.00
9	P255-70-R16	Uniroyal AWP	$80.07	0	0	$8.00	$1.00 $2.00
10	P205-65-R15	Uniroyal AS6000	$46.92	0	0	$8.00	$1.00 $2.00
11	P205-55-R16	Uniroyal Touring	$60.15	0	0	$8.00	$1.00 $2.00
12	P205-50-R16	Hankook H418	$72.21	0	0	$8.00	$1.00 $2.00
13	245-70-R19.5 (hwy)	Hankook AH 11	$179.53	$15.00	$5.00	$20.00	$2.50 $5.00
14	P205-75-R15	Uniroyal AS6000	$44.73	0	0	$8.00	$1.00 $2.00
15	LT235-75-R16	Uniroyal AWR	$71.63	0	0	$8.00	$1.00 $2.00
16	P235-70-R17	Hankook RH03	$91.43	0	0	$8.00	$1.00 $2.00
17	LT325-65-R18	BFG A/T	$233.82	0	0	$8.00	$1.00 $2.00

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	$102.12	**CHAPARRAL XT**	**$75.00**	BRIDGESTONE DURAVISR250 (206-378)	$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	$86.92	NO BID	NO BID	**FIRESTONE TRANSFORCE HT (189-650)**	**$80.00**
3	P215-60-R16	UNIROYAL AS6000	$55.07	**FINALIST**	**$44.00**	FIRESTONE FR380 (061-991)	$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	$127.70	**SUMMIT**	**$103.00**	FIRESTONE TRANSFORCE AT (200-190)	$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	$73.58	**FINALIST**	**$46.50**	FIRESTONE PV-41 (067-911)	$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	$107.59	**CHAPARRAL XT**	**$74.00**	FIRESTONE TRANSFORCE AT (189-582)	$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	$115.10	**CHAPARRAL XT**	**$81.50**	FIRESTONE TRANSFORCE AT (189-599)	$88.00
8	P265-70-R18	BFG LG	$110.86	TOYO HT	$118.00	**FIRESTONE DESTINATION AT (077-546)**	**$102.50**
9	P255-70-R16	UNIROYAL AWP	$80.07	**NEPTUNE**	**$71.50**	FIRESTONE DESTINATION AT (026-869)	$87.00

10	P205-65-R15	UNIROYAL AS6000	$46.92	**FINALIST**	**$39.00**	FIRESTONE FR380 (098-019)	$48.00
11	P205-55-R16	UNIROYAL TOURING	$60.15	**FINALIST**	**$40.00**	FIRESTONE FR710 (085-876)	$69.60
12	P205-50-R16	HANKOOK H418	$72.21	**WESTLAKE**	**$45.00**	FIRESTONE WIDE OVAL (027-651)	$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	$179.53	**ADVANCE**	**$128.00**	FIRESTONE FS560 12 PLY (169-981)	$172.00
14	P205-75-R15	UNIROYAL AS6000	$44.73	**CATALYST**	**$43.50**	FIRESTONE FR380 (098-051)	$53.00
15	LT235-75-R16	**UNIROYAL AWR**	**$71.63**	TOYO HT	$86.00	FIRESTONE DESTINATION AT SL (112-192)	$83.40
16	P235-70-R17	HANKOOK RHD3	$91.43	TOYO	$102.00	**FIRESTONE DESTINATION AT (094-869)**	**$91.00**
17	LT325-65-R18	BFG AIT	$233.82	**TOYO**	**$180.00**	FIRESTONE DESTINATION AT (192-353)	$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2009

PRODUCER 877-945-7378

Willis HRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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
Tire Centers, LLC
310 Inglesby Parkway
Duncan, SC 29334

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Arch Insurance Company	11150-001
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	X	GENERAL LIABILITY	31GPP4948100	8/1/2008	8/1/2009	EACH OCCURRENCE	$ 4,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 6,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 6,000,000
A	X	AUTOMOBILE LIABILITY	ALL OTH 31CAB4948200	8/1/2008	8/1/2009		
A	X	X ANY AUTO	MA 31CAB4948300	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		X Garagekeepers Liab					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	ALL OTH 31WCI4948400	8/1/2008	8/1/2009	X WC STATU-TORY LIMITS OTH-ER	
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	OR & WI 31WCI4948500	8/1/2008	8/1/2009	E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A		OTHER	ALL OTH 31CAB4948200	8/1/2008	8/1/2009		
A		GarageKeepers Liability	MA 31CAB4948300	8/1/2008	8/1/2009	$1,000,000 each Occurrence $1,000,000 each Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Tire Centers, LLC is self-insured for Auto Physical Damage coverage.

Store #617 Pharr, TX

Hidalgo County is included as an Additional Insured as respects to General Liability and Automobile Liability as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
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 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

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AI-15676 **23.I.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service-Multiple Bid Award

CC REGULAR

Date: 06/08/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contracts to lowest mulitple bidders meeting all specifications and/or requirements as attached hereto for:"Tires, Mounting, Rotation and Balancing Service" - Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT.

BACKGROUND

Recommended vendor(s): "Tire Centers LLC" - Tires only, "A to Z Tire & Battery Inc" - Tires only, "Southern Tire Mart LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 6/4/09 $245,683.30

Attachments

Link: Recommendation Memo,Tabulation Sheet and Participation Log
Link: contract-A to Z Tire & Battery Inc
Link: contract-Southern Tire Mart LLC
Link: contract-Tire Centers LLC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 04:48 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:12 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 03:31 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Eric Trevino Started On: 05/26/2009 01:06 PM
Final Approval Date: 06/05/2009

AI-15903 **22.H.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service - Multiple Bid Award

CC REGULAR

Date: 06/15/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting approval of a clarification to bid and contract awards (as approved by CC on 6-8-09, AI 15676) for "Tires, Mounting, Rotation and Balancing Services" for Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT, to reflect award for (TIRES ONLY) to multiple bidders: A to Z Tire & Battery, Inc.; Southern Tire Mart, L.L.C.; Tire Centers, L.L.C. that met all specifications and requirements with notification by Sheriff's Department of their request not to re-advertise for: "Tire Mounting, Rotation and Balancing Services" at this time.

BACKGROUND

Awarded Vendor(s): "A to Z Tire & Battery Inc" - Tires only "Southern Tire Mart LLC" - Tires only "Tire Centers LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 06/10/09 $245,683.30

Attachments

Link: Recommendation Memo,Tabulation Sheet and Participation Log
Link: Contract-A to Z Tire & Battery Inc
Link: Contract-Southern Tire Mart LLC
Link: Contract-Tire Centers LLC
Link: email-HCSO-Not to advertise Mounting, Rotation & Balancing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2009 08:59 AM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 10:10 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2009 08:09 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Eric Trevino Started On: 06/09/2009 08:51 AM
Final Approval Date: 06/12/2009

REQUIREMENTS AGREEMENT
C-09-127-06-08

THIS AGREEMENT (the "Agreement") is entered into effective as of the **8th** day of **June, 2009** by and between **A to Z Tire & Battery, Inc.** ("Seller") and **Hidalgo County Sheriff's Office** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** and any other **Hidalgo County Law Enforcement Agencies** for the **"Purchase of Tires"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one **(1) year** and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's option to extend/renew for an additional two (2) one (1) year terms**, under the same rates, terms and conditions. This Contract shall commence on **June 08, 2009** and expire on **June 07, 2010** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" attached hereto. 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.

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. 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:

A to Z Tire & Battery, Inc.
Attention: Philip Nussbaum, President
812 West 4th Street/P.O. Box 9138
Amarillo, Texas 79105-9138

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

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **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 therefore 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.

COUNTY OF HIDALGO

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

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: A to Z Tire & Battery, Inc.

By: _____
Printed Name: PHILIP NUSSBAUM
Title: PRESIDENT

APPROVED AS TO FORM:

_____
Antonio Mendoza, Assistant District Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 14, 2009

Re: **~~HIDALGO COUNTY SHERIFF'S OFFICE~~**
Request for Bids -**"Tires, Mounting, Rotation and Balancing Service"**
Bid No: 09-127-04-29-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.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

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 SHERIFF'S OFFICE
"Tires, Mounting, Rotation and Balancing Service"
Bid No: 2009-127-04-29-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 5 pages.**
4. **Exhibit "B" Bid Page consisting 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 pages.**
   (Copy of receipt and this form must be submitted with bid).
7. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid).
8. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
9. **Certification Regarding Debarment, consist of 1 page.**
   (Must be submitted with bid).
10. **Draft Requirement Agreement, consisting of 5 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

April 14, 2009
Date

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

Bid No: 2009-127-04-29-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"

BID OPENING DATE: April 29, 2009

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 SHERIFF'S OFFICE– TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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-2009-127-04-29-ERT- HIDALGO COUNTY SHERIFF'S OFFICE–TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** 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, April 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-127-04-29-ERT-HIDALGO COUNTY SHERIFF'S OFFICE-TIRES, MOUNTING, ROTATION AND BALANCING SERVICE."**

   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 SHERIFF'S OFFICE– TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Texas 78539
Attn: Monica Hinojosa
956-383-8114

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 29, 2009**
Award of Contract	_____ 2009
Commence Work or Deliver Products	_____,2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. 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 SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO.: 2009-127-04-29-ERT

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"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
REQUEST FOR BID
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
RFB No. 2009-127-04-29-ERT

EXHIBIT "A"
Hidalgo County Sheriff's Office
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The County Of Hidalgo is accepting sealed bids to furnish tires for the Hidalgo County Sheriff's Office and any other Hidalgo County Law Enforcement Agencies.

SPECIFICATIONS

The following are tires that will be purchased through the contract term.

NO.

1. 235-85-R16 (hwy all steel 10 ply)
2. LT235-75-R15 (all terrain 10 ply)
3. P215-60-R16
4. LT265-70-R17 (all terrain 10 ply)
5. P225-60-R16
6. LT245-78-R16 (all terrain 10 ply)
7. LT265-75-R16 (all terrain 10 ply)
8. P265-70-R18
9. P255-70-R16
10. P205-65-R15
11. P205-55-R16
12. P205-50-R16
13. 245-70-R19.5 (hwy)
14. P205-75-R15
15. LT235-75-R16
16. P235-70-R17
17. LT325-65-R18

REQUIREMENTS, TERMS AND CONDITIONS

1. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for **Hidalgo County Sheriff's Office.**

2. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

3. **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.**

4. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

5. Vendor(s) needs to have been in business for at least two years.

6. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

7. ~~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 two (2) additional one (1) year terms under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

9. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

10. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.

11. Pricing for mounting, rotation, balancing and unit price per tire will be priced separately (see bid page).

12. Mounting, rotation and balancing tires is **OPTIONAL**, will be on an "as needed basis".

13. All purchases will be on an "as needed basis", there is no set quantity for tires being purchased.

14. All tires specified as "all terrain" should be for speeds of 100 mph and greater.

15. All tires specified as "all steel" should be for speeds of 100 mph and greater.

16. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

17. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

18. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

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:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL eric.trevino@co.hidalgo.tx.us NO LATER THAN Wednesday, April 22, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 24, 2009 by 5:00 p.m.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)					
2	LT235-75-R15 (all terrain 10 ply)					
3	P215-60-R16					
4	LT265-70-R17 (all terrain 10 ply)					
5	P225-60-R16					
6	LT245-78-R16 (all terrain 10 ply)					
7	LT265-75-R16 (all terrain 10 ply)					
8	P265-70-R18					
9	P255-70-R16					
10	P205-65-R15					
11	P205-55-R16					
12	P205-50-R16					
13	245-70-R19.5 (hwy)					
14	P205-75-R15					
15	LT235-75-R16					
16	P235-70-R17					
17	LT325-65-R18					

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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 $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				☐ STATU ☐ OTHER 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	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 indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

BID PAGE

NO.	TIRE SIZE AND DESCRIPTION	BRAND	UNIT PRICE PER TIRE	OPTIONAL MOUNTING (COST)	OPTIONAL ROTATION (COST)	OPTIONAL BALANCING (COST)
1	235-85-R16 (hwy all steel 10 ply)	CHAPARRAL XT	75.00	$12/tire	$15/vehicle	$8/tire
2	LT235-75-R15 (all terrain 10 ply)	CHAPARRAL XT 6PLY CHAPARRAL HT 8PLY	58.00 78.00			
3	P215-60-R16	FINALIST	44.00			
4	LT265-70-R17 (all terrain 10 ply)	SUMMIT	103.00			
5	P225-60-R16	FINALIST	46.50			
6	LT245-78-R16 (all terrain 10 ply)	CHAPARRAL XT	74.00			
7	LT265-75-R16 (all terrain 10 ply)	CHAPARRAL XT	81.50			
8	P265-70-R18	TOYO HT	118.00			
9	P255-70-R16	NEPTUNE	71.50			
10	P205-65-R15	FINALIST	39.00			
11	P205-55-R16	FINALIST	40.00			
12	P205-50-R16	WESTLAKE	45.00			
13	245-70-R19.5 (hwy)	ADVANCE	128.00	$20/tire		
14	P205-75-R15	CATALYST	43.50	$12/tire		
15	LT235-75-R16	TOYO HT	86.00			
16	P235-70-R17	TOYO	102.00			
17	LT325-65-R18	TOYO	180.00			

Note: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

HIDALGO COUNTY SHERIFF'S OFFICE
"TIRES, MOUNTING, ROTATION AND BALANCING SERVICE"
BID NO. 09-127-04-29 ERT

TABULATION SHEET (tires only)

No.	TIRE SIZE AND DESCRIPTION	Tire Centers, LLC		A to Z Tire & Battery, Inc.		Southern Tire Mart, LLC	
		BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE	BRAND	UNIT PRICE PER TIRE
1	235-85-R16 (hwy all steel 10 ply)	MICHELIN XPS	$102.12	**CHAPARRAL XT**	**$75.00**	BRIDGESTONE DURAVISR250 (206-378)	$128.75
2	LT235-75-R15 (all terrain 10 ply)	HANKOOK RF10	$86.92	NO BID	NO BID	**FIRESTONE TRANSFORCE HT (189-650)**	**$80.00**
3	P215-60-R16	UNIROYAL AS6000	$55.07	**FINALIST**	**$44.00**	FIRESTONE FR380 (061-991)	$66.00
4	LT265-70-R17 (all terrain 10 ply)	HANKOOK RF10	$127.70	**SUMMIT**	**$103.00**	FIRESTONE TRANSFORCE AT (200-190)	$106.75
5	P225-60-R16 (speed rated)	B.F.G. ADVANTAGE	$73.58	**FINALIST**	**$46.50**	FIRESTONE PV-41 (067-911)	$75.00
6	LT245-78-R16 (all terrain 10 ply)	HANKOOK RF10	$107.59	**CHAPARRAL XT**	**$74.00**	FIRESTONE TRANSFORCE AT (189-582)	$81.00
7	LT265-75-R16 (all terrain 10 ply)	UNIROYAL AWT	$115.10	**CHAPARRAL XT**	**$81.50**	FIRESTONE TRANSFORCE AT (189-599)	$88.00
8	P265-70-R18	BFG LG	$110.86	TOYO HT	$118.00	**FIRESTONE DESTINATION AT (077-546)**	**$102.50**
9	P255-70-R16	UNIROYAL AWP	$80.07	**NEPTUNE**	**$71.50**	FIRESTONE DESTINATION AT (026-869)	$87.00

10	P205-65-R15	UNIROYAL AS6000	$46.92	**FINALIST**	**$39.00**	FIRESTONE FR380 (098-019)	$48.00
11	P205-55-R16	UNIROYAL TOURING	$60.15	**FINALIST**	**$40.00**	FIRESTONE FR710 (085-876)	$69.60
12	P205-50-R16	HANKOOK H418	$72.21	**WESTLAKE**	**$45.00**	FIRESTONE WIDE OVAL (027-651)	$66.75
13	245-70-R19.5 (hwy)	HANKOOK AH 11	$179.53	**ADVANCE**	**$128.00**	FIRESTONE FS560 12 PLY (169-981)	$172.00
14	P205-75-R15	UNIROYAL AS6000	$44.73	**CATALYST**	**$43.50**	FIRESTONE FR380 (098-051)	$53.00
15	LT235-75-R16	**UNIROYAL AWR**	**$71.63**	TOYO HT	$86.00	FIRESTONE DESTINATION AT SL (112-192)	$83.40
16	P235-70-R17	HANKOOK RHD3	$91.43	TOYO	$102.00	**FIRESTONE DESTINATION AT (094-869)**	**$91.00**
17	LT325-65-R18	BFG AIT	$233.82	**TOYO**	**$180.00**	FIRESTONE DESTINATION AT (192-353)	$220.00

SEE BOLDED AREAS FOR LOW AWARDED PRICING UNDER AWARDED VENDOR NAME

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
4/22/2009 11:10:01

PRODUCER 37564
Zurich
Attn: Jill Phillips
7045 College Blvd
Overland Park KS 66211
USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 150
A TO Z TIRE & BATTERY, INC
813 W. 3RD. .
AMARILLO TX 79101

COMPANIES AFFORDING COVERAGE

COMPANY A: Universal Underwriters Ins. Co
COMPANY B:
COMPANY C:
COMPANY D:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT	282570B	11/1/2008	11/1/2009	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$ $ 1,500,000 $ $ 500,000 $ $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	282570B	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ 500,000 $ $ $
A	**GARAGE LIABILITY** [ ] ANY AUTO	282570B	11/1/2008	11/1/2009	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	$ $ 500,000 $
A	**EXCESS LIABILITY** [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	282570B	11/1/2008	11/1/2009	EACH OCCURRENCE AGGREGATE products comp op agg	$ 5,000,000 $ $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [X] EXCL				WC STATU-TORY LIMITS / OTH-ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	 $ $ $
A	**OTHER** Customer Auto-GKLL	282570B	11/1/2008	11/1/2009		1,200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder is named as an Additional Insured with respect to the negligent acts of the above Named Insured.

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 **DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.**

AUTHORIZED REPRESENTATIVE
Jill Phillips

Cert ID 20813

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2009

PRODUCER
HUB International Rigg-Midland
777 Main St., Ste. C-50
Fort Worth TX 76102
(432) 683-5341 (432) 687-2186

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
A to Z Tire & Battery, Inc.

812 W. 4th St.
Amarillo TX 79105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance	23035
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2191437731019	5/1/2009	5/1/2010	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

RECEIVED
BY 9-85 MW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County

Attn: Eric
2812 S. Hwy. Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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AI-15676 **23.I.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service-Multiple Bid Award

CC REGULAR

Date: 06/08/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contracts to lowest mulitple bidders meeting all specifications and/or requirements as attached hereto for:"Tires, Mounting, Rotation and Balancing Service" - Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT.

BACKGROUND

Recommended vendor(s): "Tire Centers LLC" - Tires only, "A to Z Tire & Battery Inc" - Tires only, "Southern Tire Mart LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 6/4/09 $245,683.30

Attachments

Link: Recommendation Memo,Tabulation Sheet and Participation Log
Link: contract-A to Z Tire & Battery Inc
Link: contract-Southern Tire Mart LLC
Link: contract-Tire Centers LLC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 04:48 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:12 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 03:31 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Eric Trevino Started On: 05/26/2009 01:06 PM
Final Approval Date: 06/05/2009

AI-15903 **22.H.1.**

Award of Bid - Hidalgo County Sheriff's Office - Tires, Mounting, Rotation and Balancing Service - Multiple Bid Award

CC REGULAR

Date: 06/15/2009
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting approval of a clarification to bid and contract awards **(as approved by CC on 6-8-09, AI 15676) for** "Tires, Mounting, Rotation and Balancing Services" for Hidalgo County Sheriff's Office - Bid No. 2009-127-04-29-ERT, to reflect award for **(TIRES ONLY) to** multiple bidders: A to Z Tire & Battery, Inc.; Southern Tire Mart, L.L.C.; Tire Centers, L.L.C. that met all specifications and requirements with notification by **Sheriff's Department of their request not to re-advertise for: "Tire Mounting, Rotation and Balancing Services" at this time.**

BACKGROUND

Awarded Vendor(s): "A to Z Tire & Battery Inc" - Tires only "Southern Tire Mart LLC" - Tires only "Tire Centers LLC" - Tires only.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-672
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 06/10/09 $245,683.30

Attachments

Link: Recommendation Memo,Tabulation Sheet and Participation Log
Link: Contract-A to Z Tire & Battery Inc
Link: Contract-Southern Tire Mart LLC
Link: Contract-Tire Centers LLC
Link: email-HCSO-Not to advertise Mounting, Rotation & Balancing

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2009 08:59 AM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 10:10 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2009 08:09 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Eric Trevino Started On: 06/09/2009 08:51 AM
Final Approval Date: 06/12/2009

AI-21351 **8.D.**

Renewal/Extension-Licensed Professional Counselor(s)
CC CONSENT

Date:	06/01/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend the final year for the "Pool For Licensed Professional Counselor(s)" as provided in the original service contract(s) under the same rates, terms and conditions with: C-08-132-06-17-Anna Flores, LPC and; C-08-132A-06-17-Amando O. Gonzalez, LPC, dba Gonzalez Counseling Services

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-60-330-002-0-339

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

BUDGETARY IMPACT:

Available balance as of 5/27/10 is $44,308.25.

Attachments

Link: Extension and Contract Documentation-Anna Flores

Link: Extension and Contract Documentation-Amando O. Gonzalez

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/26/2010 02:57 PM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 03:14 PM	APRV
3	Perla Lopez	Perla Lopez	05/27/2010 09:11 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 08:43 AM	APRV

Form Started By: Vangie Garcia Started On: 05/25/2010 09:15 AM

Final Approval Date: 05/28/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 25, 2010

Anna Flores
4622 Combray
San Antonio, Texas 78229

Via: Certified Mail #7099-3220-0002-9744-8772
Email: annaflores1@hotmail.com

Re: Extension Of Original Service Contract No: C-08-132-06-17
"Licensed Professional Counselor(s)"

Dear Ms. Flores:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' final year extension as provided under the Service Contract. Extension will be at the same rates, terms and conditions. Said extended agreement will be effective from June 17, 2010 thru June 16, 2011.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, June 1, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **11:00 a.m., Thursday, May 27, 2010**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an **updated certificate of insurance** as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Service Contract
C-08-132-06-17

THIS AGREEMENT is made effective the 17th day of June, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and Anna Flores, LPC (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

(c) Conducting "Psychological Examinations" of the Clients as required by the Department;

(d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

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

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

If to Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Anna Flores, LPC 4622 Cambray Drive San Antonio, Texas 78229

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

19. The parties hereto convenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ **DATE:** 7-7-08

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ **DATE:** 7/17/08

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: _____ **DATE:** 07/07/08

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
"POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

SCOPE OF SERVICES:

1. Have experience in counseling intervention juvenile age population, parents, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8. Each juvenile, parent, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law;
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified critiera, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "License Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. License Professional Counselor(s) with preferred experience in the following:
    - i. criminal/gang orientation
    - ii. aggressive behavior
    - iii. lack of victim empathy
    - iv. substance abuse
    - v. educational issues
    - vi. issues with authority
    - vii. lack of pro social values
    - viii. emotional/mental health disorders
    - ix. impulsive-aggressive behaviors
    - x. low intellectual capacity
    - xi. educational issues
    - xii. chaotic home environment

And including the "Best And Final" discussion of additional items as follows:

22. Understanding of the Counseling to be for juveniles (Individual), group. per parent, per family, per hour;
23. Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
24. Discussed "License Professional Counselor's" staff;
25. Referrals on setup written plan for juveniles would be handled and assigned to "Licensed Professional Counselor" by the director (Mr. Silva);
26. Consulting Fee must be pro-rated when calling in to consult with department;
27. Any/all documentation must be provided when submitting invoice(s) for payment;
28. On "No Shows", the department will not be financially responsible for missed appointments/no shows.

EXHIBIT "B"

PAYMENT SCHEDULE/BEST AND FINAL OFFER

Request for Proposal

"JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER - POOL FOR LICENSE PROFESSIONAL COUNSELOR(S)"

RFP NO: 2008-132-04-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Anna Flores

Address: 9622 Cowbary Drive
San Antonio, Texas
78229

By: Anna Flores

Printed Name: Anna Flores

heartbeat rate. By the use of a mechanical device, indications of moment-to-moment variations in bodily function can be observed and monitored by the individual. The therapist may provide some reward for desirable changes, such as a decrease in muscle tension or blood pressure. These types of intervention work well with clients who have anxiety, continuous behavior problems, anger issues, etc.

Proposer's Fee Schedule

- Initial Assessment & Evaluation Services = $150.00 per hour
- Individual Psychotherapy Intervention = $100.00
- Family and/or Group Intervention = $125.00
- Consultation = $50.00 per hour

The above-mentioned fees are standard among most insurance agencies and private practice sectors.

Insurance Requirements Acknowledgment
Document is attached.

Project Requirements Acknowledgement
Document is attached.

Conflict of Interest Questionnaire
Document is attached.

Proposer's Affidavit
Document is attached.

Proposer's/Vendor Application
Document is attached.

HUB Declaration
Document is attached.

Form W-9
Document is attached.

Certification Regarding Debarment, Suspension Ineligibility
Document is attached.

Request for Proposal
Document is attached.

2nd CORRECTED/MODIFIED MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Anna Flores, License Professional Counselor

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: June 11, 2008

Re: Best and Final Offer –RFP NO: 2008-132-04-30-VYG-Pool For License Professional Counselor(s)

Pursuant to "Friday's meeting date of June 6, 2008", a discussion was initiated regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Judge Mario E. Ramirez, Juvenile Justice Center's Chief Probation Officer, Israel (Buddy) Silva, discussed what the project and services entailed along with negotiations on proposals that were submitted. Please review discussed and approved details as follows:

a) Director (Mr. Silva) discussed the rules, procedures, practices, regarding the "Juvenile Program"
b) Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
c) Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
d) Discussed "License Professional Counselor's" staff;
e) Referrals on setup written plan for juveniles would be handled and assigned to "License Professional Counselor" by the director (Mr. Silva);
f) Consulting Fee must be pro-rated when calling in to consult with department;
g) Any/all documentation must be provided when submitting invoice(s) for payment;
h) On "No Shows", the department will not be financially responsible for missed appointments/no shows.
i) The negotiated and approved proposed fee schedule as follows:
    a) Individual Counseling Fee Per Hour - $85.00/Per Hour/Per Individual
    b) Family Counseling Fee Per Hour - $85.00/Per Hour/Per Family
    c) Group Counseling Fee Per Hour - $28.00/Per Hour/Per Individual/Per Group
    d) Initial Clinical Intake Fee Per Hour - $135.00/Per Hour/Per Intake
    e) Court Fee Cost Per Hour - $80.00/Per Hour
    f) Consultation Fee Per Hour - $50.00/Per Hour

Hidalgo County - Judge Mario E. Ramirez Jr. Juvenile Justice Center is requesting for consideration on the "Best and Final Offer Fee Schedule" as discussed and agreed by all parties for the proposed scope of work and services for the above-referenced project.

We request that you submit your approval on the negotiated "Best And Final Offer Fee Schedule" by 1:00 p.m., Wednesday, June 11, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Approve: X **Disapprove:** _____

Authorized Signature: [signature] **Title:** Licensed Professional Counselor

Printed Name: Anna Flores **Date:** 06/11/08

3. **A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No I (final) in the amount of $71,270.10 and Application for Payment No 2 (Retainage) in the amount of *$7,918.90* from Sascon, Inc, contracted vendor for Roadrunner No 2 Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-07-030-O11-06;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. Requesting approval of Certificate of Construction Completion submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of April 24, 2008 for Roadrunner No 2 Subdivision with contractor Sascon Inc. C-CAP-07-030-011-06

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

F. Juvenile Probation

1. **A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;**

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-1 32-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr. -Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool".

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to exercise the option to extend/renew the first year of three (3)-one (1) year extension options as provided under the current agreement with "Southwest Key Program" for Hidalgo County Juvenile Justice Alternative Education Program, under the same rates, terms and conditions.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-9778 17.H.2.

Pool Of Licensed Professional Counselor(s)

CC REGULAR

Date: 06/17/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of the qualifiying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-132-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;

C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr.,-Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool" .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
ACCT. #: 1100-423-60-330-002-0-339
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: Amado O. Gonzalez Contract Document
Link: Anna Flores Contract Document
Link: Participation Log
Link: Exhibit A Requirements

AI-15437 **12.0.0.**

Renewal/Extension For "Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s)"

CC CONSENT

Date: 05/19/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to extend/renew the first year of the additional two (2)-one (1) year option as provided in Contract's #08-132-06-17-Anna Flores and #08-132A-06-17-Amando O. Gonzales for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s)".

BACKGROUND

Renewal/Extension to be effective as of June 17, 2009 with termination date of June 16, 2010.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-60-330-002-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 5/14/09 $42,200.00

Attachments

Link: Extension Letters
Link: C-08-132-06-17-ANNA FLORES CONTRACT
Link: C08-132A-06-17-AMANDO GONZALEZ CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/12/2009 01:15 PM	CREATED
1	Purchasing Department	Marty Salazar	05/13/2009 02:58 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:04 PM	APRV
3	Perla Lopez	Perla Lopez	05/14/2009 10:19 AM	APRV
4	Auditor's Office			NEW

Form Started By: Vangie Garcia Started On: 05/12/2009 01:15 PM

PURCHASING DEPARTMENT
County Of Hidalgo

May 11, 2009

Anna Flores, LPC
4622 Combray Drive
San Antonio, Texas 78229

Via e-mail: annaflores1@hotmail.com

Re: Extension of Contract No. 08-132-06-17-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-"Pool For Licensed Professional Counselor(s)"

Dear Ms. Flores:

Commissioners' Court will take applicable action (Tuesday, May 19, 2009) in connection with the option to extend/renew the (first 1st year) of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of June 17, 2009 with termination date of June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, May 12, 2009, 3:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By: _____ Date: 05/11/09

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

Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

EXHIBIT "C"

INSURANCE REQUIREMENTS

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 25, 2010

Amando O. Gonzalez
dba Gonzalez Counseling Services
216 E. Expressway 83, Ste. H
Pharr, Texas 78577

Via: Certified Mail #7099-3220-0002-9744-8789
Email: gonzalezcounseling@sbcglobal.net

Re: Extension Of Original Service Contract No: C-08-132A06-17
"Licensed Professional Counselor(s)"

Dear Mr. Gonzalez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' final year extension as provided under the Service Contract. Extension will be at the same rates, terms and conditions. Said extended agreement will be effective from June 17, 2010 thru June 16, 2011.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, June 1, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Thursday, May 27, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Service Contract
C-08-132A-06-17

THIS AGREEMENT is made effective the 17th day of June, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER,** a department of **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and Amando O. Gonzalez, LPC (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

(c) Conducting "Psychological Examinations" of the Clients as required by the Department;

(d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

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

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

If to Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Amando O. Gonzalez 216 E. Expressway 83, Suite H 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 addresses or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto convenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ **DATE:** 7-7-08

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

~~**JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**~~

BY: _____ **DATE:** 7/11/08

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: _____ **DATE:** 7/7/08

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
"POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

SCOPE OF SERVICES:

1. Have experience in counseling intervention juvenile age population, parents, group, etc.,
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8. Each juvenile, parent, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law;
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified critiera, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "License Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. License Professional Counselor(s) with preferred experience in the following:
    - i. criminal/gang orientation
    - ii. aggressive behavior
    - iii. lack of victim empathy
    - iv. substance abuse
    - v. educational issues
    - vi. issues with authority
    - vii. lack of pro social values
    - viii emotional/mental health disorders
    - ix impulsive-aggressive behaviors
    - x. low intellectual capacity
    - xi. educational issues
    - xii. chaotic home environment

And including the "Best And Final" discussion of additional items as follows:

22. Understanding of the Counseling to be for juveniles (individual), group, per parent, per family, per hour;
23. Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
24. Discussed "License Professional Counselor's" staff;
25. Referrals on setup written plan for juveniles would be handled and assigned to "Licensed Professional Counselor" by the director (Mr. Silva);
26. Consulting Fee must be pro-rated when calling in to consult with department;
27. Any/all documentation must be provided when submitting invoice(s) for payment;
28. On "No Shows", the department will not be financially responsible for missed appointments/no shows.

EXHIBIT "B"

PAYMENT SCHEDULE/BEST AND FINAL OFFER

Request for Proposal
"JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER - POOL FOR LICENSE PROFESSIONAL COUNSELOR(S)"

RFP NO: 2008-132-04-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Gonzalez Counseling Services

Address: 216 E. Expressway 83, Suite H
Pharr, Texas 78577

By: _____ LPC

Printed Name: Amando D. Gonzalez, LPC

FEE SCHEDULE

Type of Service	Charge	Units
Individual Counseling	$70.00	1 Hour (45-50 minutes)
Family Counseling	$75.00	1 Hour (60 minutes)
Group Counseling	$20.00	1 Hour (60 minutes) Per Group Member
Couples Counseling	$75.00	1 Hour (45-60 minutes)
Initial Clinical Intake/ Treatment Planning	$125.00	
Court Fee:	$60.00	1 Hour (60 minutes)

2nd CORRECTED/MODIFIED MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To Armando Gonzalez, License Professional Counselor
Gonzalez Counseling Services

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: June 11, 2008

Re: Best and Final Offer -RFP NO. 2008-132-04-30-VYG-Pool For License Professional Counselor(s)

Pursuant to "Friday's meeting date of June 6, 2008", a discussion was initiated regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Judge Mario E. Ramirez, Juvenile Justice Center's Chief Probation Officer, Israel (Buddy) Silva, discussed what the project and services entailed along with negotiations on proposals that were submitted. Please review discussed and approved details as follows:

a) Director (Mr. Silva) discussed the rules, procedures, practices, regarding the "Juvenile Program";
b) Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour,
c) Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
d) Discussed "License Professional Counselor's" staff;
e) Referrals on setup written plan for juveniles would be handled and assigned to "License Professional Counselor" by the director (Mr. Silva);
f) Consulting Fee must be pro-rated when calling in to consult with department;
g) Any/all documentation must be provided when submitting invoice(s) for payment;
h) On "No Shows", the department will not be financially responsible for missed appointments/no shows.
i) The negotiated and approved proposed fee schedule as follows:
   a) Individual Counseling Fee Per Hour - $85.00/Per Hour/Per Individual
   b) Family Counseling Fee Per Hour - $85.00/Per Hour/Per Family
   c) Group Counseling Fee Per Hour - $28.00/Per Hour/Per Individual/Per Group
   d) Initial Clinical Intake Fee Per Hour - $135.00/Per Hour/Per Intake
   e) Court Fee Cost Per Hour - $80.00/Per Hour
   f) Consultation Fee Per Hour - $50.00/Per Hour

Hidalgo County - Judge Mario E. Ramirez Jr. Juvenile Justice Center is requesting for consideration on the "Best and Final Offer Fee Schedule" as discussed and agreed by all parties for the proposed scope of work and services for the above-referenced project.

We request that you submit your approval on the negotiated "Best And Final Offer Fee Schedule" by 1:00 p.m. Wednesday, June 11, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4656 Thank you.

Approved: ✓ Disapprove: _____

Authorized Signature: [signature] LPC

Printed Name: Armando Gonzalez

Title: Licensed Professional Counselor

Date: 6/

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services (i.e Engineers, Architects)

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer/applicant in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

AI-15437 **12.0.0.**

Renewal/Extension For "Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s)"

CC CONSENT

Date:	05/19/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to extend/renew the first year of the additional two (2)-one (1) year option as provided in Contract's #08-132-06-17-Anna Flores and #08-132A-06-17-Amando O. Gonzales for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s)".

BACKGROUND

Renewal/Extension to be effective as of June 17, 2009 with termination date of June 16, 2010.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-60-330-002-0-339

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

BUDGETARY IMPACT:

Available balance as of 5/14/09 $42,200.00

Attachments

Link: Extension Letters

Link: C-08-132-06-17-ANNA FLORES CONTRACT

Link: C08-132A-06-17-AMANDO GONZALEZ CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/12/2009 01:15 PM	CREATED
1	Purchasing Department	Marty Salazar	05/13/2009 02:58 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:04 PM	APRV
3	Perla Lopez	Perla Lopez	05/14/2009 10:19 AM	APRV
4	Auditor's Office			NEW

Form Started By: Vangie Garcia Started On: 05/12/2009 01:15 PM

PURCHASING DEPARTMENT
County Of Hidalgo

May 12, 2009

Amando O. Gonzalez, LPC
216 E. Expressway 83, Ste. H
Pharr, Texas 78577

Via e-mail: gonzalezcounseling@sbcglobal.net

Re: Extension of Contract No. 08-132A-06-17-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-"Pool For Licensed Professional Counselor(s)"

Dear Mr. Gonzalez:

Commissioners' Court will take applicable action (Tuesday, May 19, 2009) in connection with the option to extend/renew the (first 1st year) of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of June 17, 2009 with termination date of June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, May 12, 2009, 3:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By: _____ Date: 5/12/09

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

Sincerely,

Vangie Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

AI-21341 **8.E.**

Pct 4-Inv#ENG1305 & ENG1307-JE Saenz & Assoc Inc-C-10-072-03-23
CC CONSENT

Date:	06/01/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Requesting approval of request for payment for Inv #ENG 1305 ($ 12,000.00) submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-10-072-03-23 (PO# 638516) WA#2-"Murillo II Subdivision" within Precinct #4.

2. Requesting approval of request for payment for Inv #ENG 1307 ($ 8,133.68) submitted by J. E. Saenz & Associates, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-10-072-03-23 (PO# 638514) WA#1-"Amigo Park Subdivision" within Precinct #4.

BACKGROUND

Invoice# ENG1305-JE Saenz & Assoc Inc-C-10-072-03-23 w/Memo Request by Pct 4

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-711

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

BUDGETARY IMPACT:

Item 1: PO#638516 available balance as of 5-28-10 $12,000.00

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-711/731

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

BUDGETARY IMPACT:

Item 2:
PO#638514 available balance as of 5-28-10 $53,911.74

Obj. Code	Budget	AI#21048 5-4-10	AI#21296 5-25-10	AI#21341 6-1-10	Balance
711	39,000.00	0.00	0.00	0.00	39,000.00
731	27,112.25	12,200.51	6,778.06	8,133.68	0.00
Totals-->	**66,112.25**	**12,200.51**	**6,778.06**	**8,133.68**	**39,000.00**

Attachments

Link: Inv#ENG1305 w/Pct 4Memo Request

Link: Memo

Link: Invoice

Link: PO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/26/2010 02:56 PM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 03:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/28/2010 11:13 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 01:59 PM	APRV

Form Started By: Letty Saenz Started On: 05/24/2010 02:37 PM

Final Approval Date: 05/28/2010

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1305

May 20, 2010

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

INVOICE RECEIVED BY: _____ on 5-21-10
GOODS/SERVICES RECEIVED BY: _____ on 5-21-10

ATTN: Oscar Garza, Commissioner

JES PROJECT: Murillo II Subdivision
Right-of-Way Acquisition/Staking Services
ENG 10.010 Murillo II Subdivision

COUNTY : Work Authorization #2
Account No. 0-1204-431-00-124-007-0-711
Agreement No. C-10-072-03-23

0-1204-431-00-124-007-0-711
Pct. # 419
Pur. Req. # 172791
P.O. # 638516

Oscar Garza

INVOICE No 2 FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION AND STAKING SERVICES.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
ROW Acquisition/Staking	$20,000.00	100	$20,000.00

TOTAL EARNED:	$20,000.00
PREVIOUSLY INVOICED:	$ 8,000.00
TOTAL DUE:	$12,000.00

TOTAL AMOUNT DUE: $ 12,000.00

H:\Administration\Invoices\ENGINEERING\2010\10.010 MURILLO SUBDIVISION PHASE II\MAY INVOICE\11 April.wpd

EDINBURG TEXAS 78541 RUBALDO MUNOZ JR MAY 21 2010 RECEIVED BY HIDALGO PCT #4

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

Purchase Order
COUNTY OF HIDALGO

PO#: 638516

DATE: 04/13/10

VENDOR: 188999 REQ:00172741
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

Special Instructions:
PCT. REQ. #0419

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 CONTRACT #C-10-072-03-23, WORK AUTHORIZATION #2, APPROVED CC OF 3/30/2010 UNDER AGENDA ITEM AI-20538		
1	EACH	WORK AUTHORIZATION #2 UNDER CONTRACT #C-10-072-03-23 FOR J.E. SAENZ & ASSOCIATES INC. APPROVED 3/30/2010 UNDER AGENDA ITEM AI-20538 FOR PROFESSIONAL ENGINEERING SERVICES FOR PROFESSIONAL RIGHT-OF-WAY MAPPING AND STAKING SERVICES FOR MURILLO II SUBDIVISION. ****GASB RD., INFORMATION**** (1) SUGARLAND RD, GASB RD., ID.# 2540, 922.079141905 L.F. (2) CUEVAS RD., GASB RD., ID.# 2541, 1,058.22613503 L.F. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	20,000.00	20,000.00
		Total		20,000.00

****

For Hidalgo County use only

0-1204-431-00-124-007-0-711 20,000.00

Approved

-8000.00 (P)

$12,000.00

12,000.00 (F)

0

FILE COPY

Authorized by: Martha L. Salazar

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Friday, May 21, 2010 12:34 PM
To: leticia.saenz@co.hidalgo.tx.us
Cc: info@jesaenz.com
Subject: Inv for CC #26 ENG1305 J.E. Saenz
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Good Afternoon

Attached is invoice for J.E. Saenz to be placed on the next CC.

Thanks Munoz

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: APRIL 21, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1305: CONTRACT #10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ENG 1305** IN THE AMOUNT OF **$12,000.00** FOR **J.E. SAENZ & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT OF JUNE 1, 2010 FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#638516,**
ACCOUNT: **0-1204-431-00-124-007-0-711**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1305

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MAY 25, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1307: CONTRACT #10-072-03-23

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE **#ENG 1307** IN THE AMOUNT OF **$8,133.68** FOR **J.E. SAENZ & ASSOCIATES, INC,** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER **#638514,**
ACCOUNT: **0-1204-431-00-124-007-0-731**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., ENG1307

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1307
P.O. 638514

May 25, 2010

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN: Oscar Garza, Commissioner

JES PROJECT: Amigo Park Subdivision
Right-of-Way Acquisition/Engineering Services
ENG 10.005 Amigo Park Subdivision

COUNTY : Work Authorization #1
Account No. 0-1204-431-00-124-007-0-711/731
Agreement No. C-10-072-03-23

INVOICE No 3 FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION AND ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
ROW Acquisition	$39,000.00	0	$ 0.00
Engineering Services	$27,112.25	100	$27,112.25
TOTAL BUDGET:	$66,112.25	41	$27,112.25

TOTAL EARNED:	$27,112.25
PREVIOUSLY INVOICED:	$18,978.57
TOTAL DUE:	$ 8,133.68

TOTAL AMOUNT DUE: **$ 8,133.68**

R:\Administration\Invoices\ENGINEERING\2010\10.005 AMIGO PARK SEWER\ENG3) May.wpd

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

Purchase Order

COUNTY OF HIDALGO

PO#: 638514

DATE: 04/13/10

VENDOR: 186999 REQ:00172731
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540
Vendor Acct:

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

Special Instructions: 417
PCT. REQ. #0416

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 PREPAY ALL SHIPPING COSTS
4 INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED (CUSTOMER COPY MAY BE ACCEPTED). CUT 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		
		CONTRACT #C-10-072 03-23, WORK AUTHORIZATION #1, APPROVED CC OF 3/30/2010 UNDER AGENDA ITEM AI-20538		
1	EACH	WORK AUTHORIZATION #1 UNDER CONTRACT #C-10-072-03-23 FOR J.E. SAENZ & ASSOCIATES INC. APPROVED 3/30/2010 UNDER AGENDA ITEM AI-20538 FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR AMIGO PARK SUBDIVISION, EAST OF NORTH I ROAD.	66,112.25	66,112.25
		****GASB ROAD IMFORMATION**** (1) ROJAS ST., GASB RD., ID.# 2542, 1,205.95280728 L.F. (2) THOMPSON RD., GASB RD., ID.# 1901, 1,216.6815344 L.F.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		66,112.25

For Hidalgo County use only

0-1204-431-00-124-007-0-711	39,000.00
0-1204-431-00-124-007-0-731	27,112.25

Approved

FILE COPY

Authorized by: Martha L. Salazar

AI-21340 **8.F.**

Request Approval of Contracts - 3rd Call, Pct. 1

CC CONSENT

Date:	06/01/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of final construction contracts between Hidalgo County and M Construction (awarded by CC on 11-24-09) for:
1. C-CAP-09-371-11-24 Road & Drainage Construction for Brenda Gay Subdivision in the amount of $55,766.37;
b. C-CAP-09-372-11-24 Road & Drainage Construction for Chapa II Subdivision in the amount of $ 243,340.48;

Only two (2) pages of contracts (include contract #s, awarded vendor names, amounts) are provided as back up, due to entire contracts being too lengthy. Auditor's department is provided with one (1) each fully executed original contract.
Project Engineer: Izaguirre Engineering Group, LLC

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-120-0-731 & 733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Obj. 731-Available balance as of 5-28-10 $69,226.50
Obj. 733-Available balance as of 5-28-10 $19,872.72

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-860-0-731 & 733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Obj. 731-Available balance as of 5-28-10 $181,286.00
Obj. 733-Available balance as of 5-28-10 $68,400.00

Attachments

Link: brenda gay contract 21340
Link: chapa ii contract 21340
Link: ai request 21340

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/26/2010 02:45 PM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 02:52 PM	APRV
3	Ivan Cantu	Monica Badillo	05/28/2010 04:42 PM	APRV
4	Erika Zamora	Erika Zamora	05/28/2010 05:00 PM	APRV
5	Auditor's Office	Monica Badillo	05/28/2010 05:12 PM	APRV

Form Started By: Yvette Islas Started On: 05/21/2010 04:37 PM

Final Approval Date: 05/28/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-371-11-24

This Agreement, entered into this **24TH** day of **November**, **2009** by and between Hidalgo County (hereinafter called the "OWNER," and, **M Construction, Ltd,** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

BRENDA GAY SUBDIVISION

Hereinafter called the project, for the sum of **$55,766** Dollars and **37** Cents (**Fifty-Five Thousand Seven Hundred Sixty Six** Dollars and **Thirty-Seven** Cents) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Izaguirre Engineering Group, LLC, 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 **60 consecutive calendar** days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** 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 COMMISSIONERS COURT ON, November 24 , 2009.

CONTRACTOR: _____

Print Name & Title: Hugo A. Martinez, President

Name of Firm: M Construction Ltd.

Address: PO Box 250; 2817 Colbath.
McAllen, Texas 78505

Fed I.D. #/SS #: 20-4037204

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 31st day of March, 2010 ~~2009~~, by Hugo A. Martinez President Of and on behalf of M. Construction, Ltd
(Title) (A corporation)

CARMEN D. SOLIS
Notary Public, State of Texas
My Commission Expires
03/09/2013

_____
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:

_____
Juan D. Salinas III, County Judge

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-372-11-24

This Agreement, entered into this 24th day of November, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, **M Construction, Ltd.** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CHAPA NO. 2 SUBDIVISION

Hereinafter called the project, for the sum of **$ 243,340** Dollars and **48** Cents **(Two-Hundred-Forty-Three Thousand Three Hundred Forty** Dollars and **Forty-Eight** Cents) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Izaguirre Engineering Group, LLC., 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 **120 consecutive calendar** days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** 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 COMMISSIONERS COURT ON, November 24 **, 2009.**

CONTRACTOR: _____

Print Name & Title: Hugo A Martinez

Name of Firm: M. Construction LTD

Address: P.O. Box 250
McAllen, TX 78503

Fed I.D. #/SS #: 20-4037204

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 31st day of March, 2010 ~~2009~~, by Hugo A Martinez President (Title) Of and on behalf of M. Construction LTD. (A corporation)

CARMEN D. SOLIS
Notary Public, State of Texas
My Commission Expires
03/09/2013

_____
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:

_____
Juan D. Salinas III, County Judge

From:	Marcie Jackson
To:	"Yvette Islas"
Cc:	"John Paul Lugo"; "Joseph Palacios"; "Agapito Vargas"
Subject:	CC Agenda Item - Final Negotiated Construction Contract
Date:	Friday, May 21, 2010 4:11:55 PM
Attachments:	Constructiona Contract Brenda Gay Subdivision.pdf Construction Contract Chapa No. 2 Subdivision.pdf

---

Yvette, please place the following items on CC agenda for Tuesday 01st June 2010:

Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project:
Brenda Gay Subdivision (CSJ: 3C1080120)
Contractor: M Construction, LTD, McAllen, TX
Project Engineer: Izaguirre Engineering Group LLC.
Account: 0-1312-431-00-121-120-0-731 & 733

Chapa No. 2 Subdivision (CSJ: 3C1080860)
Contractor: M Construction, LTD, McAllen, TX
Project Engineer: Izaguirre Engineering Group LLC.
Account: 0-1312-431-00-121-860-0-731 & 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!

AI-21311 **8.G.**

To advertise - Pct 4-Pit Run Caliche Base

CC CONSENT

Date:	06/01/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for. "Hidalgo County Commissioner Precinct No. 4- Pit Run Caliche Base" RFB No.: 2010-214-07-07-SGS.

BACKGROUND

1) Current contract expires on November 23, 2010.
2) New contract to commence on November 24, 2010.
3) Proposed schedule of events:

1st Advertisement: June 19, 2010
2nd Advertisement: June 26, 2010
Bid Opening Date: July 07, 2010

As Needed Basis

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Object Code 673 Funds available as of 05/24/10 $23,827.40
Object Code 731 Funds available as of 05/24/10 $15,755.10
Because of GASB 54, Misc. accts. pending expense reclassifications.

Attachments

Link: Procurement Packet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/26/2010 02:30 PM	APRV
2	Budget & Management	Erika Zamora	05/26/2010 02:49 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/28/2010 07:59 AM	APRV
4	Auditor's Office	Linda Fong	05/28/2010 08:41 AM	APRV

Form Started By: Sandy Suarez

Started On: 05/20/2010 09:18 AM

Final Approval Date: 05/28/2010

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Juan Carranza. Chief Administrator
Hidalgo County Precinct No. 4
Attn: Rumaldo Munoz A P Clerk via email: rumaldo.munoz@hidalgo.co.tx.us

From: Sandy Suarez. Buyer II
Hidalgo County Purchasing Dept.

Date: May 12, 2010

Re: RFB No.: 2010-214-00-00-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4-"PIT RUN CALICHE"

For your **REVIEW and UPDATE**, attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY. ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: O-1204-431-00-124-007-0-673/731

Juan M. Carranza Juan M. Carranza 5/12/10
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us no later than Tuesday, May 18, 2010 @ 3:00p.m.

Enclosures

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4 REQUEST FOR BIDS

"PIT RUN CALICHE BASE"

BID NO.: 2010-214-07-07-SGS

EXHIBIT "A"
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

"PIT RUN CALICHE BASE"
Bid No. 2010-214-07-07-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for **Pit Run Caliche** for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:
The "Pit Run Caliche Base" should conform to the Texas Department of Transportation's (TXDOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1995 Item 247, Type D material. The physical and engineering properties of the material should meet the following requirements:

A. **The Maximum Size Aggregate allowed in the base material shall be two (2) inch; as determined by Gradation Analysis using square sieves.**

B. **ATTERBERG LIMITS**
Maximum Liquid Limit.....40
Maximum Plasticity Index.....12

1. Pit Run Caliche will be on an "**As Needed Basis**" only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the low bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site** at the Bidder's Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions) the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site.

TERMS AND CONDITIONS:
1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with 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 the next contract term.

3.) Hidalgo County reserves the right to award the bid to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9.) All cost and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. In complete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at ime; vendor's prices do not conform to public pricing.

14.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 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:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 02, 2010 by 5:00 P.M.

REQUEST FOR BIDS

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

"PIT RUN CALICHE BASE"

BID OPENING DATE: JULY 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4-PIT RUN CALICHE BASE "**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-2010-214-07-07-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4 – PIT RUN CALICHE BASE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JULY 07, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-214-07-07-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4- PIT RUN CALICHE BASE"
   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. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost an remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4. – PIT RUN CALICHE BASE"** 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 Precinct No. 4
Rumaldo Munoz, Admin. Assistant
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-6221

17. Schedule of Events:

Bid Opening, 9:30 AM	**JULY 07, 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 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 COMMISSIONER PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2010-214-07-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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: _____

REQUIREMENTS AGREEMENT
C-10-214-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2010 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Precinct No. 4 for the "Pit Run Caliche Base" (on an as needed basis) (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

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

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

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 and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2010 and expire on _____, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet 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. 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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **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.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **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 ninety (90) 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).

o. **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 therefore 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.

DRAFT

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE