AI-21538 **6.D.**

Claim of Mario Garcia

CC REGULAR

Date:	06/15/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Mario Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2010 01:18 PM	APRV
2	Auditor's Office	Linda Fong	06/11/2010 09:08 AM	APRV
3	Purchasing Department	Marty Salazar	06/11/2010 10:54 AM	APRV

Form Started By: Aida Alvarez — Started On: 06/07/2010 01:10 PM

Final Approval Date: 06/11/2010

AI-21589 **6.E.**

Claim of Jose G. Sanchez

CC REGULAR

Date:	06/15/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Jose G. Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 08:17 AM	APRV
2	Auditor's Office	Linda Fong	06/11/2010 09:10 AM	APRV
3	Purchasing Department	Marty Salazar	06/11/2010 10:57 AM	APRV

Form Started By: Aida Alvarez — Started On: 06/09/2010 04:25 PM

Final Approval Date: 06/11/2010

AI-21565 **6.F.**

Claim of Cortez Wrecker Service

CC REGULAR

Date:	06/15/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Cortez Wrecker Service

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 08:10 AM	APRV
2	Auditor's Office	Linda Fong	06/11/2010 09:10 AM	APRV
3	Purchasing Department	Marty Salazar	06/11/2010 10:55 AM	APRV
Form Started By: Monica Badillo			Started On: 06/09/2010 11:02 AM	
Final Approval Date: 06/11/2010				

AI-21539 **7.D.**

Claim of Mario Garcia

CC REGULAR

Date:	06/15/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Mario Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2010 01:18 PM	APRV
2	Auditor's Office	Linda Fong	06/11/2010 09:08 AM	APRV
3	Purchasing Department	Marty Salazar	06/11/2010 10:54 AM	APRV

Form Started By: Aida Alvarez — Started On: 06/07/2010 01:12 PM

Final Approval Date: 06/11/2010

AI-21591 **7.E.**

Claim of Jose G. Sanchez

CC REGULAR

Date:	06/15/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Jose G. Sanchez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 08:19 AM	APRV
2	Auditor's Office	Linda Fong	06/11/2010 09:10 AM	APRV
3	Purchasing Department	Marty Salazar	06/11/2010 10:57 AM	APRV

Form Started By: Aida Alvarez — Started On: 06/09/2010 04:28 PM

Final Approval Date: 06/11/2010

AI-21566 **7.F.**

Claim of Cortez Wrecker Service

CC REGULAR

Date:	06/15/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Cortez Wrecker Service

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 08:10 AM	APRV
2	Auditor's Office	Linda Fong	06/11/2010 09:11 AM	APRV
3	Purchasing Department	Marty Salazar	06/11/2010 10:55 AM	APRV
Form Started By: Monica Badillo			Started On: 06/09/2010 11:03 AM	
Final Approval Date: 06/11/2010				

AI-21541 **11.A.**

State Farm Ins. Company Settlement Check
CC REGULAR

Date:	06/15/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of $1,327.05 for an auto accident with a County vehicle. (Sheriff Office)

BACKGROUND

DOL: 02/11/10
Sheriff Office Auto Accident

Acct #: 0-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2010 01:19 PM	APRV
2	Erika Zamora	Erika Zamora	06/11/2010 04:10 PM	APRV
3	Auditor's Office	Angela Garcia	06/11/2010 05:22 PM	APRV

Form Started By: Aida Alvarez — Started On: 06/07/2010 02:21 PM

Final Approval Date: 06/11/2010

AI-21547 **12.A.**

Interlocals with School Districts- STOP Truancy Program

CC REGULAR

Date:	06/15/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
1. Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP truancy program) for the 2010 - 2011 school year :
a. Sharyland ISD
b. Mission CISD
c. La Joya ISD

2. Approval of certification of revenues
3. Approval of appropriation of funds (School Districts and local match)
4. Approval of salary schedules

BACKGROUND

BACKGROUND
Funding is available.
Agreements to be effective 9/1/10-8/31/11

50% Funding by District:
Sharyland ISD - $26,327.89
Mission - $27,530.49
La Joya - $30,294.67

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1285-421-00-293-005-0-XXX

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

BUDGETARY IMPACT:

See attached appropriation, rc

Attachments

Link: backup
Link: la joya interlocal
Link: mission interlocal
Link: sharyland interlocal
Link: renewal letters

Link: cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/11/2010 09:36 AM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 09:41 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/11/2010 04:13 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Rosie Cantu Started On: 06/08/2010 10:37 AM

Final Approval Date: 06/11/2010

Hidalgo County Constable Precinct No. 3
Project STOP
Salaries Worksheet
2010-2011 School (Fiscal) Year

REVISED 06/14/10
AI 21547/ 12.A.

		SCHOOL DISTRICT			
		SHARYLAND	MISSION	LA JOYA	
		Dep. Constable Step I	Sr. Dep. Constable Step I	Sr. Dep. Constable Step III	
	RATE	Salaries & Fringes	Salaries & Fringes	Salaries & Fringes	TOTAL
SALARY	-	$38,000.00	$41,800.00	$44,777.00	$124,577.00
LONGEVITY	-	-	-	$420.00	$420.00
SUPPLEMENTAL PAY	-	$1,800.00	-	$1,200.00	$3,000.00
CLOTHING ALLOWANCE	-	$500.00	$500.00	$500.00	$1,500.00
TOTAL SALARIES & ALLOWANCES		*$40,300.00*	*$42,300.00*	*$46,897.00*	*$129,497.00*
HEALTH INSURANCE	$4,164.00	$4,164.00	$4,164.00	$4,164.00	$12,492.00
LIFE INSURANCE	$27.00	$27.00	$27.00	$27.00	$81.00
FICA	7.65%	$3,082.95	$3,235.95	$3,587.62	$9,906.52
RETIREMENT	9.60%	$3,868.80	$4,060.80	$4,502.11	$12,431.72
UNEMPLOYMENT	0.50%	$201.50	$211.50	$234.49	$647.49
WORKERS COMPENSATION	2.51%	$1,011.53	$1,061.73	$1,177.11	$3,250.37
TOTAL SALARIES & ALLOWANCES		*$12,355.78*	*$12,760.98*	*$13,692.33*	$38,809.10
	TOTAL	$52,655.78	$55,060.98	$60,589.33	$168,306.10
	50% CASH MATCH	$26,327.89	$27,530.49	$30,294.67	$84,153.05

rc
DBM

06/10/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1285-421-00-293-005-~~0~~ 1

STOP TRUANCY

AI - 21547
REVISED 06/14/10
AI 21547/ 12.A.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DEPUTY CONSTABLE STEP	44,777.00	0.00	0.00	-0	(8,297.00)	0.00	38,000.00	38,000.00	0.00	0.00	1,800.00	0.00	500.00	38,780.00
0002	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	420.00	0.00	1,200.00	0.00	500.00	46,897.00
0003	113	SR. DEPUTY CONSTABLE STEP I	38,000.00	0.00	0.00	0	0.00	3,800.00	41,800.00	41,800.00	0.00	0.00	0.00	0.00	500.00	42,300.00
			127,554.00	0.00	0.00		(8,297.00)	3,800.00	124,577.00	124,577.00	420.00	0.00	3,000.00	0.00	1,500.00	127,977.00

ALL PERSONNEL ACTIONS EFFECTIVE 09/01/10
INTERLOCAL AGREEMENT FISCAL YEAR 09/01/2010 - 08/31/2011

DATE: June 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 3 STOP Truancy

ACCOUNT NUMBER: 0-1285-421-00-293-005-1-XXX

Contact Person: Rosie Cantu Ph#: (956) 292-7025 ext. 5408

2010
Appropriation

AI #21547
REVISED 06/14/10
AI 21547/ 12.A

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1285-421-00-293-005-1- 113	STOP Truancy-	Reg F/T Employees	124,577.00
0-1285-421-00-293-005-1- 115	STOP Truancy-	Longevity Pay	420.00
0-1285-421-00-293-005-1- 117	STOP Truancy-	Supplemental Pay	3,000.00
0-1285-421-00-293-005-1- 119	STOP Truancy-	Clothing Allowance	1,500.00
0-1285-421-00-293-005-1- 211	STOP Truancy-	Health Insurance	12,492.00
0-1285-421-00-293-005-1- 212	STOP Truancy-	Life Insurance	81.00
0-1285-421-00-293-005-1- 220	STOP Truancy-	FICA	9,906.52
0-1285-421-00-293-005-1- 230	STOP Truancy-	Retirement	12,431.72
0-1285-421-00-293-005-1- 250	STOP Truancy-	Unemployment Comp	647.49
0-1285-421-00-293-005-1- 260	STOP Truancy-	Workers Comp	3,250.37
	Total Appropriations		**168,306.10**
0-1285-337-00-293-003-1- 000	STOP-	Sharyland ISD	26,327.89
0-1285-337-00-293-001-1- 000	STOP-	Mission ISD	27,530.49
0-1285-337-00-293-002-1- 000	STOP-	La Joya ISD	30,294.67
0-1285-391-01-000-100-1- 000	Transfers In-	General Fund	84,153.05
	Total Revenue		**168,306.10**
		TOTAL BUDGET INCREASE (DECREASE)	**168,306.10**

REASON: Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2011. Grant period is from 9-1-10 to 8-31-11. **Total county cash match is $84,153.05.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2010, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Thirty thousand Two Hundred Ninety-four Dollars and 67/100ths ($30,294.67).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Thirty thousand Two Hundred Ninety-four Dollars and 67/100ths ($30,294.67) as consideration to the County for the continued implementation of the Project at the District.

3. County shall fund the amount of Thirty thousand Two Hundred Ninety-four Dollars and 67/100ths ($30,294.67) for its one-half share of the Project.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2011 spring semester.

7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

8. **Conflict of 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 and provision of their 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.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

11. **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.

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

If to District:	La Joya Independent School District Attention: Dr. Aida T. Benavides, Superintendent 201 E. Expressway 83 La Joya, Texas 78560
If to County:	Hidalgo County, Texas Attention: Rene A. Ramirez, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78572

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

13. **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.

14. **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.

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

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

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

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

_____
Jose A. “Fito” Salinas, President, Board of Trustees

ATTEST:

_____
Arnoldo Ochoa, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2010, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Twenty-Seven Thousand Five Hundred thirty Dollars and 49/100ths ($27530.49).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary

support staff to continue the Project at the District. The County peace officer shall us his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an “intervention and prevention” model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with the Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student’s parent or in obedience to a court-ordered legal process.

6. **Term.** The period of performance of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011. Either party shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off.** Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Humor Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. County agrees to fund the Program in the amount of Twenty-Seven Thousand Five Hundred thirty Dollars and 49/100ths ($27530.49) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Twenty-Seven Thousand Five Hundred thirty Dollars and 49/100ths ($27530.49) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. Termination. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. Conflict of 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 and provision of their 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 contact, 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.

16. No waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. 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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

18. 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 JURISDICITION IN HIDALGO, TEXAS.

19. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i)

If to District: Mission Consolidated Independent School District
Attention: Dr. Cornelio Gonzalez, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Rene A. Ramirez, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78572

20. **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.

21. **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 Agreements

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

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

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

25. **Authority to Execute.** The execution and performance of this agreement by District and County have been duly authorized by all

necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Lox. Govt. Code Ann. 271.903.

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____

James Olivarez, President, Board of Trustees

ATTEST:

_____

Patty Bazaldua, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2010, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, in September 2002, the County was the recipient of Project S.T.O.P. (Stop Truancy on Patrol), a grant from the Office of the Governor's Criminal Justice Division (the "Project") for a period of four (4) years;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the Project, which has been administered through Hidalgo County Precinct No. 3 Constable's Office since its inception, is now expiring and the County and District desire to continue the Project during the 2010-2011 school year using their own funds;

WHEREAS, each party desires to contribute one-half of the costs associated with administering the Project at the District;

WHEREAS, in addition to the Project's goals and objectives, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirements; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term**. The period of performance of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off**. Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. County agrees to fund the Program in the amount of Twenty Six Thousand Three Hundred Twenty-seven Dollars and 89/100ths ($26,327.89) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Twenty Six Thousand Three Hundred Twenty-seven Dollars and 89/100ths ($26,327.89) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. **Conflict of 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 and provision of their 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.

16. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

18. **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.

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

If to District:	Sharyland Independent School District Attention: Dr. Scott B. Owings, Superintendent 1106 N. Shary Road Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Rene A. Ramirez, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78572

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

20. **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.

21. **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.

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

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

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

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

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____

Dr. Noe Garza, President, Board of Trustees

ATTEST:

_____
Rolando Pena, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

FOR BACKUP ONLY

May 28, 2010

Sharyland I.S.D.
Dr. Scott Owings
Superintendent of Schools
1106 North Shary Road
Mission, Texas 78572

Dear Dr. Owings,

The interlocal agreement between the county and the school district will expire August 31, 2010. However, in order for this truancy program to continue serving the district I am respectfully requesting in writing a request that the district is interested in renewing the contract for the 2010-2011 school year. The total funds needed are $52,657. However, Sharyland's portion would be 50% or $26,328.50. This would cover the deputy's salary and fringe benefits. This person will be assigned to your district as a Deputy Constable (truant officer) and perform the duties assigned by the school district and the courts. This item will have to be approved by commissioner's court. Your prompt attention in this matter will strongly be appreciated.

Please call me if you have any questions concerning this matter or have other directives.

Sincerely,

Lazaro Gallardo Jr.

FOR BACKUP ONLY

May 28, 2010

Mission C.I.S.D.
Dr. Cornelio Gonzalez
Superintendent of Schools
1201 Bryce Drive
Mission, Texas 78572

Dear Dr. Gonzalez,

The interlocal agreement between the county and the school district will expire August 31, 2010. However, in order for this truancy program to continue serving the district I am respectfully requesting in writing a request that the district is interested in renewing the contract for the 2010-2011 school year. The total funds needed are $52,656. However, Mission's portion would be 50% or $26,328. This would cover the deputy's salary and fringe benefits. This person will be assigned to your district as a Deputy Constable (truant officer) and perform the duties assigned by the school district and the courts. This item will have to be approved by commissioner's court. Your prompt attention in this matter will strongly be appreciated.

Please call me if you have any questions concerning this matter or have other directives.

Sincerely,

Lazaro Gallardo Jr.

Cc: Mr. Jesse Trevino, Coordinator for Student Services

FOR BACKUP ONLY

May 28, 2010

La Joya I.S.D.
Dr. Alda T. Benavides
Superintendent of Schools
201 East Expressway 83
La Joya, 78560

Dear Dr. Benavides,

The interlocal agreement between the county and the school district will expire August 31, 2010. However, in order for this truancy program to continue serving the district I am respectfully requesting in writing a request that the district is interested in renewing the contract for the 2010-2011 school year. The total funds needed are $61,968 However, La Joya's portion would be 50% or $30,984. This would cover the deputy's salary and fringe benefits. This person will be assigned to your district as a Deputy Constable (truant officer) and perform the duties assigned by the school district and the courts. This item will have to be approved by commissioner's court. Your prompt attention in this matter will strongly be appreciated.

Please call me if you have any questions concerning this matter or have other directives.

Sincerely,

Lazaro Gallardo Jr.

Cc: Ms. Marina Abdullah, Executive Director for Student Services

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

June 11, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Mission Consolidated Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$27,480.00	Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:

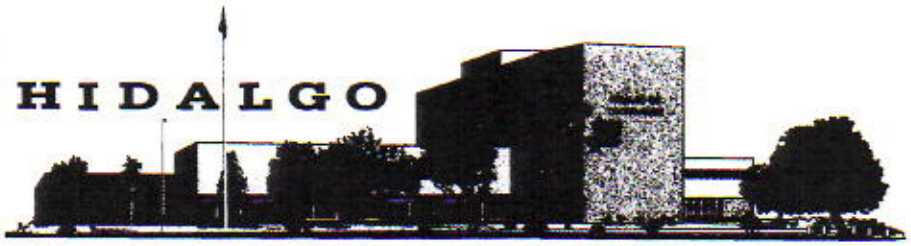
Raymundo Eufracio, CPA
Hidalgo County Auditor

6-11-10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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Hidalgo County Administration Building
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The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

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> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the La Joya Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$30,080.00	Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-11-10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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June 11, 2010

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

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I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Sharyland Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$26,095.00	Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-11-10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-21626 **13.A.**

Request for funds from State Comptroller

CC REGULAR

Date:	06/15/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval to submit request for funds (Unclaimed Capital Credits) from the Texas Comptroller of Public Accounts as authorized under Section 74.602 of the Texas Property Code, with authority for County Judge to sign the request

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/11/2010 09:40 AM	APRV
2	Auditor's Office	Linda Fong	06/11/2010 01:24 PM	APRV
3	Purchasing Department	Marty Salazar	06/11/2010 01:40 PM	APRV

Form Started By: Monica Badillo — Started On: 06/10/2010 03:35 PM

Final Approval Date: 06/11/2010

SUSAN COMBS

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

June 2, 2010

RECEIVED

JUN 09 2010

COUNTY JUDGE

The Honorable Rene Ramirez
Hidalgo County Judge
PO Box 1356
Edinburg, Texas 78540-1356

Dear Judge Ramirez:

As you may know, Section 74.602 of the Texas Property Code authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code (see enclosure).

The commissioners' court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted this reporting year, minus anticipated claims as determined by the Comptroller.

If your office anticipates submitting a request for these funds, please refer to the following guidelines:

- Requests are to be submitted by the commissioners' court, in writing, to the Texas Comptroller of Public Accounts by July 31 of each year.
- Requests **must** include the complete name, address and federal tax identification number of the Commissioners' Court. Funds will be paid directly to the court.
- All requests **must** include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Please mail your request(s) to:

Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P. O. Box 12019
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Elisa Flores by e-mail at elisa.alice.flores@cpa.state.tx.us or by phone at (800) 321-2274, ext. 3-1072.

Sincerely,

Larry Schilhabel
Section Supervisor
Holder Reporting Section

cc: Elisa Flores

June 15, 2010

Elisa Alice Flores, Accounts Examiner
Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P.O. Box 12019
Austin, TX 78711-2019

Dear Mrs. Flores:

Please let this letter serve as Hidalgo County's official request for capital credits from electric cooperatives reported to the State Comptroller's Office in 2009 as unclaimed property. Please forward the credits to the following address:

County of Hidalgo
c/o County Judge's Office
100 E. Cano, 2nd Floor, Administration Building
Edinburg, TX 78540
Federal Tax ID #: 74-6000717

As in previous request, Hidalgo County certifies that the purpose of these funds will be in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

If you have any questions regarding this request, please contact Mrs. Dina R. Trevino, Director-Budget Management Division, by email at dina.trevino@co.hidalgo.tx.us or by phone at (956) 292-7025 ext. 5405.

Sincerely,

Rene A. Ramirez
Hidalgo County Judge

Cc: Honorable Arturo Cuellar, Jr., Commissioner, Pct. 1
Honorable Hector "Tito" Palacios, Commissioner, Pct. 2
Honorable Jose M. Flores, Commissioner, Pct. 3
Honorable Oscar L. Garza, Jr., Commissioner, Pct. 4

AI-21644 **13.B.**

Memorandum of Understanding

CC REGULAR

Date:	06/15/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval for Hidalgo County to participate and accept Memorandum of Understanding between International Educational Services, Inc. and Bridges Partnerships.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/11/2010 04:52 PM	APRV
2	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Erika Reyna Started On: 06/11/2010 04:34 PM

Final Approval Date: 06/11/2010

MEMORANDUM of UNDERSTANDING
Between
INTERNATIONAL EDUCATIONAL SERVICES, INC.
And
BRIDGES PARTNERSHIPS

PROMISE NEIGHBORHOODS PROGRAM
U.S. Department of Education

I. Purpose.

The purpose of this agreement is to outline the collaboration of the partners, International Educational Services, INC., hereinafter referred to as IES, and a Collaborative of South Texas Partnerships located in the Rio Grande Valley, hereinafter referred to as BRIDGES PARTNERSHIPS**.** This MOU will describe how IES and BRIDGES PARTNERSHIPS will partner to improve significantly the educational and developmental outcomes of children in our most distressed communities, and to transform those communities through a Promise Neighborhood Program titled **BRIDGES** (**B**ridging **R**esources for **I**ndividuals in **D**eveloping **G**ains for **E**ducational **S**uccess) by--

1) Supporting efforts to improve child outcomes and ensure that data on those outcomes are communicated and analyzed on an ongoing basis by leaders and members of the community;
2) Identifying and increasing the capacity of eligible entities (as defined in this notice) that are focused on achieving results and building a college-going culture (as defined in this notice) in the neighborhood;
3) Building a complete continuum of cradle-through-college-to-career solutions (continuum of solutions) (as defined in this notice), which has both academic programs and family and community supports (both as defined in this notice), with a strong school or schools at the center. Academic programs must include (a) high-quality early learning programs designed to improve outcomes in multiple domains of early learning (as defined in this notice); (b) programs, policies, and personnel for children in kindergarten through the 12th grade that are linked to improved academic outcomes; and (c) programs that prepare students for college and career success. Family and community supports must include programs to improve student health, safety, community stability, family and community engagement, and student access to 21st century learning tools. The continuum of solutions also must be linked and integrated seamlessly (as defined in this notice) so there are common outcomes, a focus on similar milestones, support during transitional time periods, and no time or resource gaps that create obstacles for students in making academic progress. The continuum also must be based on the best available evidence including, where available, strong or moderate evidence (as defined in this notice), and include programs, policies, practices, services, systems, and supports that result in improving educational and developmental outcomes for children from cradle through college to career;
4) Integrating programs and breaking down agency "silos" so that solutions are implemented effectively and efficiently across agencies;
5) Supporting the efforts of eligible entities, working with local governments, to build the infrastructure of policies, practices, systems, and resources needed to sustain and "scale up" proven, effective solutions across the broader region beyond the initial neighborhood; and
6) Learning about the overall impact of Promise Neighborhoods and about the relationship between particular strategies in Promise Neighborhoods and student outcomes, including a rigorous evaluation of the program.

This MOU will dictate terms and conditions of the partnership to be established for the Promise Neighborhoods Program.

II. Reference

The Department of Education Appropriations Act, 2010 provided funds for Promise Neighborhoods under the legislative authority of the Fund for the Improvement of Education Program (FIE), title V, part D, subpart 1, sections 5411 through 5413 of the Elementary and Secondary Education Act of 1965, as amended (ESEA) (20 U.S.C. 7243– 7243b).

III. Objective

The Department of Education is soliciting applications from eligible applicants to improve the quality of elementary and secondary education at the State and local levels and help all children meet challenging State academic content and student academic achievement standards.

IV. Scope

IES and BRIDGES PARTNERSHIPS will partner to serve four schools in Cameron and Hidalgo County to include La Encantada Elementary, La Paloma Elementary, Rangerville Elementary and Tony Gonzalez Elementary in transforming them into Promising Neighborhood Centers that offer academic, enrichment and social services for both students and their families.

V. Understandings

IES and BRIDGES PARTNERSHIPS will establish a learning community that blends high school and college, instilling a college-going culture among their students. BRIDGES Families will be offered services for: Adult Education classes, College campus visits, Extended Learning opportunities for Weekends, Saturday or summer programs and social work services, technology access and workforce development.

VI. Agreements

Upon mutual agreement, BRIDGES PARTNERSHIPS will assist with resources and services at the school campus for the targeted population to include but not limited to collaborative services, volunteers, resources and aligned to each partner's respective mission statements.

Project **BRIDGES** will offer a rigorous, well-rounded program of study for participating students, including:

- Alignment of all curriculum, instruction and assessment to state standards, supporting the success of participating students to take and pass four years of high school math and four years of high school science;
- A tight technology infrastructure plan for technology use across the disciplines;
- Incorporating project and work-based, contextual learning with a global perspective into the curriculum;

- Integrating technology into all aspects of the school culture, including the school curriculum, co-curriculum and daily operation;
- Creating and using applied and team learning; and
- Providing opportunities for alignment with the state's economic development clusters and for students to seriously consider careers in high demand, high wage, or high skill fields (such as teacher-externships, student internships, apprenticeships, work-based learning opportunities, service learning, or capstone projects with a presentation and a defense).
- Formative assessments to identify teachers' needs, assess their classroom practice, and create steps for improvement;
- Classroom observations and constructive feedback;
- Demonstrations of effective teaching methods;
- Assistance with lesson plans;
- Assistance with analyzing student work and achievement data;
- Mentors who are selected based on having no less than three years of teaching experience and having a proven record of engaging students and, as a whole, in achieving growth in student performance; and
- Teachers' schedules are designed to support results-driven, team-focused professional learning and collaboration.
- Making continued investments in academic and career and technical teacher coaching-based professional development model;
- Bringing together secondary, postsecondary and business and industry community partners;
- Requiring weekly common planning time for academic and career and technical education teachers and providing training to ensure common planning time is well utilized;
- Providing counseling to school students;
- Requiring external networking opportunities for teachers;
- Requiring school leadership participation in the transformation model; and
- Creating a distributive decision-making structure that is clear and understood by the following stakeholders: students, teachers, grant design team, counselors, parents, business and industry community partners and postsecondary institutions.

All BRIDGES Instructors must meet state certification requirements in their subject area to teach in the state of Texas. Project BRIDGES will appoint an on-site Project Director whose primary responsibility is to the grant. The administrator will have decision-making authority in matters of budgeting, staffing, scheduling, student assessment, curriculum, and professional development in congruence with district policy.

VII. Support

IES will commit to Project BRIDGES the use of local funds for instructional, administrative, professional development, and maintenance of facility costs beyond the expenditure of startup funds. In turn, the BRIDGES PARTNERSHIPS has agreed to provide administrative, instructional, support services such as:

- Community Outreach
- Parent Centers
- Campus Event Planning
- Community and Group Meetings
- Youth Mentoring Job Placement
- Workforce Internships
- High School Neighborhood Homework Centers

- Assistant with Social Work Services
- Community In Schools Services
- American Works

VIII. Resource Needs

IES will commit to transporting Project BRIDGES participants to BRIDGES PARTNERSHIPS to support and sustain the project. IES will provide documentation of 25% or greater match of the total grant award through partnership resources and services that are not from federal funds in the sum of $12,500 arrived from a yearly facility usage rate of after school and office space at $3,125 or $14/day for each of the 4 sites targeted.

IX. Contract Period

The term of this agreement shall commence no earlier than **August 1, 2010** and terminate no later than **December 31, 2011**. Grant funds for this program will be available one time only. No continuation funding is planned at this time.

X. Termination

This MOU may be terminated in whole or in part by either party without cause. This MOU will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This MOU will terminate automatically if either agency ceases operations. In the event of termination, all required reports will be completed through the end of the agreement period.

XI. Effective date

This agreement will become effective on August 1, 2010.

INTERNATIONAL EDUCATIONAL SERVICES, INC., CEO, Dr. Ruben Gallegos	**INTERNATIONAL EDUCATIONAL SERVICES, INC., Executive Director, Mr. Ruben Gallegos, Jr.**
(Date)	**(Date)**
SBCISD Superintendent of Schools, Mr. Antonio Limon	**SMISD Superintendent of Schools, Dr. Wilma Smetter**
(Date)	**(Date)**

Workforce Solutions, Executive Director, Mrs. Gaylen Lange	**Community in Schools, Executive Director, Jose Luis Gonzalez**
(Date)	**(Date)**
The University of Texas at Brownsville and Texas Southmost College, President, Dr. Juliet Garcia	**Texas State Technical College, President, Dr. Cesar Maldonado**
(Date)	**(Date)**
Cameron County Judge, Mr. Carlos H. Cascos	**Hidalgo County Judge, Mr. Rene A. Ramirez**
(Date)	**(Date)**
Valley International Community Development Corporation, Board Chair, Mr. Jaime Loya	**City of San Benito Mayor, Mr. Jack Garcia**
(Date)	**(Date)**

AI-21561 **14.A.**

430th DC - Create one (1) Temporary Clerk I Position

CC REGULAR

Date:	06/15/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Judge Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Courts

Information

CAPTION

430th District Court (1100):
1. Approval to create one (1) temporary part-time Clerk I position, slot no. T006, set salary at $9.00 per hour. Position expires on 09/10/2010 (13 weeks).
2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Temporary position is needed for approximately 13 weeks (20 hrs per week) from June 15, 2010 until September 10, 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-010-001-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed temporary position and related fringe benefit expenditures available from operating budget, pending intradepartmental transfer.

Attachments

Link: PARS
Link: Job Description
Link: Fiscal Note
Link: Revised salary schedule
Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/11/2010 11:38 AM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 01:39 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/11/2010 01:51 PM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 03:09 PM	APRV
5	Purchasing Department	Marty Salazar	06/11/2010 04:03 PM	APRV

Form Started By: Sylvia Solis

Started On: 06/09/2010 09:36 AM

Final Approval Date: 06/11/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 430th District Court (010-001) DATE: 06/02/2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: T006

REQUESTED POSITION TITLE: Clerk I

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 9,360.00 (Proposed Budgeted Salary) $ 9,360.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $ 9.00

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ $ 9.00 x 20 hrs. per week x 13 weeks = $2,340.00

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

06/15/2010	09/10/2010	Monday - Friday 5 hours a day	20	3 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Staff members will be attending conferences during the summer months, taking vacation and/or medical leave. I need someone to fill in while the staff members are out.

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

Clerk will be assisting in answering phone, making copies, faxing, filing, will run errands to and from main courthouse and other offices and will assist in Other miscellaneous matters.

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

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

The applicant has been volunteering and has done an excellent job. The Court feels she would be a valuable asset to assist us part-time during the summer months when the regular staff is out.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/9/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	6/11/2010 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/11/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 15, 2010 **Agenda Item:** 21561

Summary of request/proposal:
430th District Court (1100):
Approval to create one (1) temporary part-time Clerk I position, slot no. T006, set salary at $9.00 per hour. Position expires on 09/10/2010 (13 weeks).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	CLERK I	T006	122	0.00	9,360.00	9,360.00
				0.00	9,360.00	9,360.00

Salaries prorated as follows:
9.00 X 20 HRS= 180.00 X 13 WEEKS = $2,340.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-010-001-0-	122	430TH D.C. -	TERM P/T EMPLOYEES	$2,340.00
0-1100-412-00-010-001-0-	211	430TH D.C. -	HEALTH INSURANCE	$0.00
0-1100-412-00-010-001-0-	212	430TH D.C. -	LIFE INSURANCE	$0.00
0-1100-412-00-010-001-0-	220	430TH D.C. -	FICA	$179.01
0-1100-412-00-010-001-0-	230	430TH D.C. -	RETIREMENT	$0.00
0-1100-412-00-010-001-0-	250	430TH D.C. -	UNEMPLOYMENT COMP	$11.70
0-1100-412-00-010-001-0-	260	430TH D.C. -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$2,530.71

2011 Budgetary Impact: **N/A**

Possible Funding Sources: **Dept.'s Operating Budget, pending intradept. transfer (Proration based on 20 hours a week for 13 weeks.)**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-010-001-0

AI - 21561

430TH DC

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT JUDGE	15,000.00	0.00	0.00	0	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	10,373.00	0.00	25,373.00
0002	113	COURT COORDINATOR	61,500.00	0.00	0.00	0	0.00	0.00	61,500.00	61,500.00	0.00	0.00	0.00	0.00	0.00	61,500.00
0003	113	ASST CRT COOR	40,840.00	0.00	0.00	0	0.00	0.00	40,840.00	40,840.00	0.00	0.00	0.00	0.00	0.00	40,840.00
0004	113	COURT REPORTER	74,256.00	744.00	75,000.00	0	0.00	0.00	75,000.00	74,256.00	0.00	0.00	0.00	0.00	0.00	74,256.00
0005	113	BAILIFF/INTERP	56,000.00	0.00	0.00	0	0.00	0.00	56,000.00	56,000.00	0.00	4,000.00	0.00	0.00	0.00	60,000.00
		CREATE THE FOLLOWING: ↓														
T006	**122**	**CLERK I**	**0.00**	**9,360.00**	**9,360.00**	**0**	**0.00**	**0.00**	**9,360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			247,596.00	10,104.00	84,360.00		0.00	0.00	257,700.00	247,596.00	0.00	4,000.00	0.00	10,373.00	0.00	261,969.00

Approval to create one (1) temporary part-time Clerk I position, slot no. T006, set salary at $9.00 per hour. Position not to exceed six months. Personnel action pending CC approval.

DATE: June 9, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 430th District Court

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	TEMP P/T EMPLOYEES	2,340.00
890	OTHER	220	FICA	176.01
890	OTHER	250	UNEMPLOYMENT	11.70
			TOTAL	2,527.71

REASON:
Intradepartmental Transfer to fund salary and related fringe benefit expenditures for one (1) temporary part-time Clerk I position, slot no. T006.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-21580 **15.A.**

Retire Dog

CC REGULAR

Date: 06/15/2010

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Requesting authorization and approval to retire one of the K'9 dogs.

BACKGROUND

In consideration of the Hidalgo County Sheriff's Office, rejection of K9-Linda, ID#87H185, and subsequensed transfer of ownership to Martin Salazar, named Donee, receipt is acknowledged, and which he knows to be a dog which was found to be unacceptable and hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: Receipt Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/09/2010 04:38 PM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 02:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2010 07:44 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 09:13 AM	APRV

Form Started By: Virginia Rodriguez Started On: 06/09/2010 02:32 PM

Final Approval Date: 06/11/2010

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

RECEIPT AGREEMENT
UNSUCCESSFUL OR UNACCEPTABLE HIDALGO COUNTY SHERIFF'S OFFICE K9 DOG

In consideration of the Hidalgo County Sheriff's office, rejection of "K9-Linda", ID#87H185, and subsequent transfer of ownership to Martin Salazar, named Donee, receipt is acknowledged, and which I know to be a dog which was found to be unacceptable for type training required or rejected due to medical deficiency, and insufficient drive, I hereby agree and warrant as follows:

1. Upon signing of this form by me and by the Hidalgo County Sheriff's Office's authorized representative, the County of Hidalgo relinquishes all rights, title and interest in said dog, and all responsibility for its condition and actions, and accepts and assumes full ownership of said dog and complete responsibility for its condition and actions.

2. Therefore, I will indemnify and hold harmless the County of Hidalgo and the Hidalgo County Sheriff's Office and its agents and employees against and form any and all claims which I, my heirs, executors, or assigns may now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog.

3. I further state that I have not exchanged money or anything else of value except my agreement made herein for the said dog.

4. Further, I accept this dog fully aware that the County of Hidalgo and the Hidalgo County Sheriff's Office makes no warrant or guarantee of its condition of health or temperament, or its future behavior.

5. Considering the above, I understand that the County of Hidalgo assumes no liability for damages to the property of the donee, Martin Salazar, or for personal injuries, disabilities or death of the donee or the donee's employees or to any other person arising from or incident to the donation of this animal or its use or disposition. The donee shall hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

Witness & Authorized

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff

Martin Salazar,
Donee
1130 Esperanza St.
Alamo, Texas 78516

Date:_____

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds that the Hidalgo County Sheriff's Office K9 "Linda", a female German Sheppard, ID#87H185, is found to be unacceptable for any type of training due to it's medical deficiency and insufficient drive. The court finds it in the best interest of the citizens of Hidalgo County that K9 "Linda" be relived of it police duties with the Hidalgo County Sheriff's Office and be donated to a reliable person, therein named Hidalgo County Sheriff's Deputy Martin Salazar, to care and maintain it for the remainder of K9 "Linda" life span.

WHEREAS, Hidalgo County Commissioners' Court agrees to relinquish all rights, title and interest in said K9 "Linda", and all responsibility for its condition and actions, and that therein named Martin Salazar accepts and assume full ownership of said dog and complete responsibility for its condition and actions. Martin Salazar will also hold harmless the County of Hidalgo and the Hidalgo County Sheriff's Office and its agents and employees against any and all claims which Martin Salazar's heirs or executors now or at any time in the future have arising from any cause or in any manner connected with the condition or conduct of said dog. The court recognizes that Martin Salazar did not exchange money or anything else of value except his agreement made herein for the said dog.

WHEREAS, Hidalgo County Commissioners' Court understands that the County of Hidalgo assumes no liability for damages to the property of Martin Salazar, or for personal injuries, disabilities or death of Martin Salazar or to any other person arising from or incident to the donation of this animal or its use or disposition. Martin Salazar shall hold the County of Hidalgo and the Hidalgo County Sheriff's Office harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the donation of this animal.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of request to relinquish all rights, title and interest in said K9 "Linda", ID#87H185, and all responsibility for its condition and actions, and that therein named Martin Salazar accepts and assumes full ownership of said dog.

Passed and Approved by Commissioners' Court on _____ of _____, 2010.

Signed by:

_____
Hon. Rene Ramirez
Hidalgo County Judge

_____
A.C. Cuellar
Commissioner, PCT. 1

_____
Joe M. Flores
Commissioner, PCT. 3

_____
Hector "Tito" Palacios
Commissioner, PCT. 2

_____
Oscar L. Garza
Commissioner, PCT. 4

AFFIDAVIT

{THE STATE OF TEXAS}
{COUNTY OF HIDALGO}

CASE NO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN, AND FOR HIDALGO COUNTY, TEXAS, ON THIS DATE, PERSONALLY **Martin Salazar** APPEARED, AFTER BY ME DULY SWORN, UPON **His** OATH DEPOSES, AND SAYS:

MY NAME **Martin Salazar** AND I LIVE **1130 Esperanza St. Alamo, Tx., Hidalgo, County, Texas.** I WAS BORN ON **09-22-63** AND I AM **46** YEARS OLD. MY HOME TELEPHONE NUMBER IS **((956)783-3531,** I AM employed by Hidalgo County Sheriff's Office AND THE BUSINESS IS LOCATED at 711 E. El Cibolo Rd. in Edinburg, Texas (956)393-6000

I wish to say that my name is Martin Salazar and my date of birth is 09-22-63. I wish to say that I am currently employed with the Hidalgo County Sheriff's Office and my current rank is of a Senior Deputy. I have been employed with the Sheriff's Office for over 15 years and I am currently assigned to the Criminal Investigation Division as a Criminal Investigator. I am assigned to the Crime against Persons Unit. I was informed by fellow Senior Deputy Javier Solis who is assigned as Sheriff's Office K-9 Officer that a female canine German Sheppard "Linda" was being retired due to her medical problems and age. I Martin Salazar informed Deputy Solis that I was interested in taking full responsibility for the retired canine. I am willing to release any and all liabilities from the Hidalgo County Sheriff's Office. I will provide food, shelter and all medical needs for the retired canine. I have been made aware of the retired canine medical problems and medical needs. I have a kennel already set up for the retired canine. I will cooperate with the Hidalgo County Sheriff's Office of any and all welfare checks on the retired canine. I Martin Salazar would appreciate if I am considered in providing the remaining years of retirement for Linda to be cared and appreciated by my loving family. I sincerely thank you.

TRANSLATED: No
THE ABOVE STATEMENT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND RECOLLECTION AND I GIVE IT ON MY OWN FREE WILL.

AFFIANT Martin Salazar #1808

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 25 DAY OF May , 2010.

NOTARY PUBLIC FOR HIDALGO COUNTY, TX

ESTEBAN P CARO JR
Notary Public
STATE OF TEXAS
My Comm. Exp. February 25, 2012

AI-21562 **15.B.**

Claim Invoices

CC REGULAR

Date: 06/15/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval of payment for invoice# 21725 in the amount of $36.75 and invoice# 21574 in the amount of $201.95 to Four Paws Animal Hospital.

BACKGROUND

On March 2009 a purchase order was opened for veterinary service for one of the K'9 dogs, an invoice was received and paid so the purchase order was closed. The K'9 required a follow up and K'9 handler was unaware that purchase order had been closed. A second and third invoice were given for the follow up's, for which no purchase order had been issued.

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:
Funding available as of 6-11-10.

Attachments

Link: Four Paws Animal Hospital

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/09/2010 04:38 PM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 02:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2010 09:31 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 11:03 AM	APRV

Form Started By: Myra Montoya
Started On: 06/09/2010 10:19 AM

Final Approval Date: 06/11/2010

Four Paws Animal Hospital
Dr Justin Cerelli
214 Conquest Blvd
Edinburg, TX 78539
(956) 383-2202

Hidalgo County Sheriff Dept.
711 El Cibolo rd
EDINBURG, TX 78539

Client ID: 2343
Invoice #: 21725
Date: 4/14/2009

Patient ID: 2343F | Species: Canine | Weight: 75.20 pounds
Patient Name: BOSCO | Breed: Malinois, Belgian | Birthday: 05/28/2001 | Sex: Male

	Description	Staff Name	Quantity	Total
4/14/2009	MEDICAL PROGRESS EXAM	Dr. Justin S. Cerelli DVM	1.00	$36.75
			Patient Subtotal:	**$36.75**

Reminder
03/24/2009 Heartgard Plus 6mo. Canine 51-100lbs
09/24/2009 4DX hw/ehrl/lyme/anaplas
CANINE RABIES 1 YEAR
CANINE ANNUAL VACC
RATTLESNAKE VACC ANNUAL

Invoice Total:	**$36.75**
Total:	$36.75
Invoice Balance Due:	**$36.75**
Balance Due:	**$727.75**

Joseph #13672
2-11-10

P.O. #_____

Invoice Received By:
_____ on ___/___/___

Good/Services Received By:
_____ on ___/___/___

-1100-421-00-280-001-0-

New Hours Willl Begin APRIL 01,2010. Monday- Friday 8am-12pm
1:30pm-5:30pm CLOSED SATURDAY & SUNDAY

Four Paws Animal Hospital
Dr Justin Cerelli
214 Conquest Blvd
Edinburg, TX 78539
(956) 383-2202

Hidalgo County Sheriff Dept.
711 El Cibolo rd
EDINBURG, TX 78539

Client ID: 2343
Invoice #: 21574
Date: 4/6/2009

Patient ID: 2343F | Species: Canine | Weight: 75.20 pounds
Patient Name: BOSCO | Breed: Malinois, Belgian | Birthday: 05/28/2001 | Sex: Male

	Description	Staff Name	Quantity	Total
4/6/2009	EXAMINATION	Dr. Justin S. Cerelli DVM	1.00	$43.25
	previcox 227mg		7.00	$29.05
	Simplicef 200mg		7.00	$34.65
	RADIOGRAPH INITIAL VIEW		1.00	$95.00
			Patient Subtotal:	**$201.95**

Reminder
03/24/2009 Heartgard Plus 6mo. Canine 51-100lbs
09/24/2009 4DX hw/ehrl/lyme/anaplas
CANINE RABIES 1 YEAR
CANINE ANNUAL VACC
RATTLESNAKE VACC ANNUAL

Invoice Total:	**$201.95**
Total:	$201.95
Invoice Balance Due:	**$201.95**

Balance Due: **$727.75**

#3612
2-11-10

P.O. #_____

Invoice Received By:

_____ on ___/___/___

Good/Services Received By:

_____ on ___/___/___

-1100-421-00-280-001-0-

New Hours Willl Begin APRIL 01,2010. Monday- Friday 8am-12pm
1:30pm-5:30pm CLOSED SATURDAY & SUNDAY

AI-21568 **15.C.**

Claim Invoices

CC REGULAR

Date: 06/15/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval for payment for invoice #5144 for the amount of $71.00 due to Investigator being sent to Jesse Trevino Insurance Agency to get a notary bond without a purchase order.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
Available balance as of 6-11-10 $173.07

Attachments

Link: Jesse Trevino Insurance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/09/2010 04:38 PM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 02:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2010 08:10 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 09:15 AM	APRV

Form Started By: Myra Montoya
Started On: 06/09/2010 11:26 AM

Final Approval Date: 06/11/2010

INVOICE

Jesse Trevino Insurance Agency, Inc.

P O BOX 429
XXXXXXXXXXX
McALLEN, TEXAS 78501
Ph. 687-7271
Fax 687-3634

CUSTOMER NO. 5144

SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD
EDINBURG, TEXAS 78539

NAMED INSURED: VIC DELEON-NOTARY BOND

INVOICE DATE: 9-18-2009 rb

PLEASE DETACH AND RETURN WITH PAYMENT — AMOUNT REMITTED $

CO. NO.	POLICY PERIOD	CL & TR	POLICY NUMBER AND DESCRIPTION	PREMIUM CHARGE	PREMIUM CREDIT	BALANCE
15	9-18-2009/ 2013	70-1	LND028740 P O# _____	71.00		71.00

PREMIUMS DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

JESSE TREVINO INSURANCE AGENCY, INC.

P.O. #_____

Invoice Received By: MH on 10/14/09

Good/Services Received By: VIC De LeOn on __/__/__

9 -1100-421-00-280-001-0- 529

AI-21572 **15.D.**

Claim Invoices

CC REGULAR

Date: 06/15/2010
Submitted By: Myra Montoya, SHERIFF DEPT.
Submitted For: Myra Montoya
Department: SHERIFF DEPT.

Information

CAPTION

Requesting approval of payment for the following invoices: #117179, #116814, #116723, #116463, #120146, #120006, #118601, #118417, #118110, #121364, #123333, #123100, #122021, #121538, #126422, #124286, #124042 and #126949 in the total amount of $549.33 to be paid to the Y Drive In & Propane Inc.

BACKGROUND

Our RV Mobile Units purchased propane gas throughout the year 2009 without a purchase order.

117179 15.40
116814 27.20
116723 27.00
116463 39.40
120146 38.60
120006 26.60
118601 39.00
118417 29.20
118110 32.00
121364 29.80
123333 29.20
123100 42.80
122021 5.25
121538 22.00
126422 47.50
124286 31.80
124042 26.08
126949 40.50

549.33

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-421-00-280-001-0-623
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?: Yes
BUDGETARY IMPACT:

Available balance as of 6-11-10 $5,333.40

Attachments

Link: Y Drive

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	06/09/2010 04:38 PM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 02:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2010 10:26 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 11:13 AM	APRV
5	Dina Trevino	Erika Zamora	06/11/2010 01:15 PM	APRV

Form Started By: Myra Montoya Started On: 06/09/2010 12:33 PM

Final Approval Date: 06/11/2010

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 2/3/09
NAME Hidalgo Co. Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
3.6 Propane 27.20
27.20
RECEIVED BY #3777

All claims and returned goods MUST be accompanied by this bill.

Thank You

116814 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 1/30/09
NAME Hidalgo Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
3.5 Propane 27.00
Cap 10
55993 27.00
RECEIVED BY 3879

All claims and returned goods MUST be accompanied by this bill.

Thank You

116723 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY AC | DATE 1/3/09
NAME Hidalgo County Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
19.7 Gallons Propane 39.40
PO #578417
PMT #2303
39.40
RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

Thank You

116463 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 2/16/09
NAME Hidalgo Co. Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
4 Propane 15.40
Cap 10
56376 15.40
RECEIVED BY 3875

All claims and returned goods MUST be accompanied by this bill.

Thank You

117179 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 4/17/09
NAME Hidalgo Co. Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
95 propane 39 00
PO #578417
Cap 10 39 00
RECEIVED BY T. Garza 3879

All claims and returned goods MUST be accompanied by this bill.
Thank You

118601 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 4/17/09
NAME Hidalgo County Sheriff
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
4 Hgts propane 39 00
Richard Villarreal #3749
39 00
RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.
Thank You

118417 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 3/24/09
NAME Hidalgo Co. Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
Propane 32 00
16 gal
#4014
PO #578417
RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.
Thank You

118110 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 5-28-09
NAME Hidalgo Co. Sheriff
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
Propane 15 gal 28 50
PO #578417
RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.
Thank You

120146 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 5-28-09
NAME Hidalgo Co. Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
Propane 15 gal 28 50
PO #578417
#4014
RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.
Thank You

120006 NEBS To Reorder: 800-225-6380 or nebs.com

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 7/20/09
NAME Hidalgo County
ADDRESS Sheriff Dept
CASH | C.O.D. | CHARGE | ON ACCT.
14.9 Propane 29 80
R. Martinez
#2303
29 80

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

121364 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 7/29/09
NAME Hidalgo County
ADDRESS Sheriffs Dept
CASH | C.O.D. | CHARGE | ON ACCT.
Propane $29 20
14 gals
PO#-578417
Hdlgo Co Sheriff
#3748
$29 20

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

123333 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 6/29/09
NAME Hidalgo County
ADDRESS Sheriff Dept
CASH | C.O.D. | CHARGE | ON ACCT.
21.4 Propane 42 80
42 80
78560
65224
42 80

RECEIVED BY T Barrera 3875

All claims and returned goods MUST be accompanied by this bill.

123100 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 8/11/09
NAME Hidalgo County Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.
9 Gallon propane 9 25
R. Martinez #2303 9 25

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

122021 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 7/25/09
NAME Hidalgo County
ADDRESS Sheriff Dept
CASH | C.O.D. | CHARGE | ON ACCT.
11 Gallon propane 22 00
PO# 578417 22 00

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

121538 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY AR DATE 7/21/09
NAME Hidalgo Sheriff Dept
ADDRESS
CASH | C.O.D. | CHARGE ✓ | ON ACCT.

19 gallo propane 47 50
P.O#578417
Ft 4014

RECEIVED BY 47 50

All claims and returned goods MUST be accompanied by this bill.

126422 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY AR DATE 10/15/09
NAME Hidalgo County
ADDRESS Sheriffs Department
CASH | C.O.D. | CHARGE ✓ | ON ACCT.

propane $31 80
PO#578417
15.9 gals.

RECEIVED BY $31 80

All claims and returned goods MUST be accompanied by this bill.

124286 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY DATE 8/11/09
NAME Hidalgo Co. Sheriff Dept.
ADDRESS
CASH | C.O.D. | CHARGE ✓ | ON ACCT.

14.9 propane 26 08
26 08

RECEIVED BY 3773 26 08

All claims and returned goods MUST be accompanied by this bill.

124042 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY DATE 10/15/09
NAME Hidalgo County Sheriffs Department
ADDRESS
CASH | C.O.D. | CHARGE ✓ | ON ACCT.

propane 15.9 gallons 31 80
PO#578417

RECEIVED BY 31 80

All claims and returned goods MUST be accompanied by this bill.

126949 NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

Y DRIVE IN & PROPANE, INC.
3½ Miles East Hwy. 107
EDINBURG, TX 78539
(956) 383-9113

SOLD BY | DATE 12/10/09
NAME Hidalgo County Sheriff's Department
ADDRESS
CASH | C.O.D. | CHARGE | ON ACCT.

Regular propane
1 @ 8 gallon 40.50
PO# 578417

40.50

RECEIVED BY

All claims and returned goods MUST be accompanied by this bill.

126949

NEBS To Reorder: 800-225-6380 or nebs.com

Thank You

AI-21577 **17.A.**

2010 Interlocal Cooperation Agreement between Cities and Hidalgo County
CC REGULAR

Date: 06/15/2010
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2010 Interlocal Cooperation Agreement with the City of McAllen.

BACKGROUND

Rural Fire Services Agreement approved by CC 04/28/09 (AI-15198) 1.) City of McAllen (3) Originals

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1100-422-20-300-012-0-841
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $10,950.00 as of 6/10/10.

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 08:14 AM	APRV
2	Roland Garcia	Angela Garcia	06/10/2010 10:21 AM	APRV
3	Dale Kennan	Dale Kennan	06/10/2010 02:22 PM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 09:16 AM	APRV
5	Purchasing Department	Marty Salazar	06/11/2010 10:57 AM	APRV

Form Started By: Yolanda Orozco — Started On: 06/09/2010 02:04 PM

Final Approval Date: 06/11/2010

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 4th day of June, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of McAllen, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 4th day of June, 2010.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on 6-4-10, and shall terminate on December 31, 2010.

1.2 After December 31, 2010, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal's office and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the Entity in rural/ un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 FALSE ALARM – The intentional/unintentional initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any incorporated area(s) within Hidalgo County that exist as an entity limit at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency call for service situation, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention is necessary due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a Entity is requested to assist another entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding Entity requests assistance from another Entity or Department.

2.26 MUTUAL AID – where a primary entity response to an emergency event when the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response, (this includes any element of public works that is called upon to help achieve the objective.) Each Secondary Entity summoned and that responds is eligible to receive the rate of pay as the primary entity. The Fire Chief or designee, for the Primary Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire. (not including piled brush from land clearing/cleaning operations.)

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section 3.2, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, piled/cleared land materials, or other unwanted refuse, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and/ or RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY ENTITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested by the County, or secondary entity under Section 2.25 or 2.26 to respond to assist the primary city in any type of emergency response to an area where the emergency occurred. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving rubbish fires, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual Emergency services were rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the herein described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the extenuating circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind. (Piled/ Demolished building materials are classified in Rubbish Fires Section 2.39 and do not constitute a structure fire.)

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires Entity personnel emergency response to and to deal with public and/or manage property extinguishment. Rubbish fires are excluded from this category. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situatio dictate immediate traffic control, or public redirection.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The

Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections

d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date.

Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of _$1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. **CATEGORY I. A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary entity)

.2 **HAZARDOUS MATERIALS INCIDENT**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICLE FIRE**

.6 **VEHICULAR EXTRICATION**

.7 **PUBLIC WORKS RESPONSE**

.8 **REGIONAL MEDICAL RESPONSE TEAM**

.9 **SECONDARY ENTITY** (in place of primary entity.)

.10 **SPECIAL SITUATIONS**

6.1.4.II. **CATEGORY II. A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**

.2 **AUTHORIZED BURNING**

.3 **MEDICAL CALL**

.4 **MUTUAL AID**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **RECOVERY CALL - BODY**

.3 **BEE ATTACK**

.4 **PETROLEUM BASED INCIDENT STANDBY**

.5 **WIRELINE INCIDENTS**

.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

6.1.4.V. **CATEGORY V.** At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**
.2 **GOOD INTENT CALLS**
.3 **SERVICE CALLS**

CATEGORY VI – *This is a special category designed to reimburse Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. Entity is expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity MAYOR RICHARD CORTEZ
CITY OF MCALLEN
PO BOX 220
MCALLEN, Texas 78505-0220

If to County: County of Hidalgo
Rene A. Ramirez, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

A. Ramirez

By: Aida Ramirez, Mayor Pro Tem

6-4-10

Date

ATTEST:

Annette Villarreal

City Secretary

CITY OF McALLEN
McALLEN, TEXAS

COUNTY OF HIDALGO

_____

Rene A. Ramirez, County Judge

_____

Date

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____

Stephen L. Crain

CITY OF MCALLEN
MCALLEN, TEXAS

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____
_____ NON-APPLICABLE DEPARTMENT: _____
CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____
CALLER ADDRESS: _____ OTHER: _____ PHONE: _____
CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____
OCCUPANT NAME: _____ OWNER NAME: _____
OWNER ADDRESS: _____
OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____
TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____
OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

Incident Commander: _____ Report Prepared by: _____
ESTIMATED $ LOSS: _____ ATTEST: _____
Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

Exhibit A

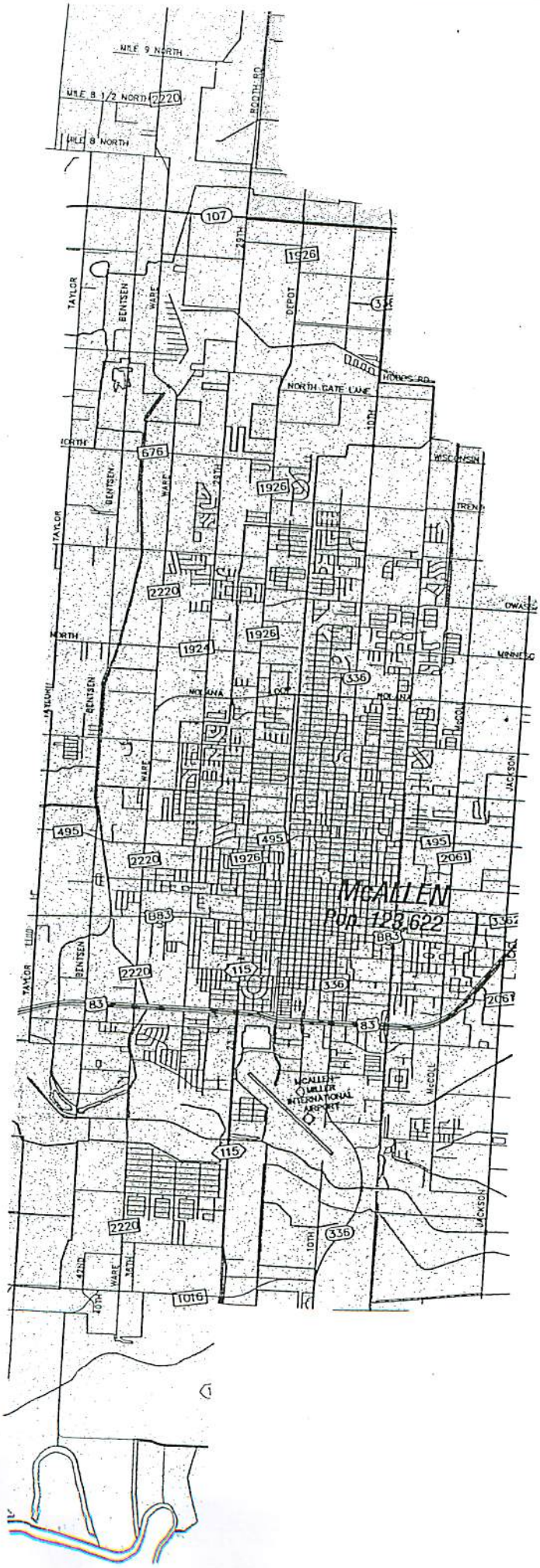
MILE 9 NORTH
MILE 8 1/2 NORTH
2220
MILE 8 NORTH
ROOTH RD
107
1926
TAYLOR
BENTSEN
WARE
DEPOT
NORTH GATE LANE
HOOKS RD
676
1924
495
2061
883
115
336
83
McALLEN
Pop 128,622
McALLEN
MILLER
INTERNATIONAL
AIRPORT
1016
JACKSON

Exhibit B

AI-21546 **18.A.**

Pct. # 1 CDBG-R Substantial Amendment for Drainage Improvements Project.

CC REGULAR

Date:	06/15/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program CDBG-R Year 22 (2009) Substantial Amendment for Precinct No. 1, Drainage Improvements Project.

Firm	Grade	Ranked
SAMES Engineering	94.6	
Quintanilla, Headley & Associates, Inc.	94	
Javier Hinojosa Engineering	93.6	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____for the provision of engineering services for an Urban County Program – Hidalgo County Precinct No. 1, CDBG-R Substantial Amendment Drainage Improvements Project.

BACKGROUND

The three engineering firms rated from the County's approved "pool" are Quintanilla, Headley and Associates, Inc., Javier Hinojosa Engineering and SAMES Engineering for the Water CDBG-R Substantial Amendment Drainage Improvements Project. Attached see grading grid for your review.

Funds Available:	$509,653.80

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grading Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2010 01:19 PM	APRV
2	Perla Lopez	Perla Lopez	06/10/2010 08:44 AM	APRV
3	Auditor's Office	Linda Fong	06/11/2010 09:17 AM	APRV
4	Purchasing Department	Marty Salazar	06/11/2010 10:55 AM	APRV

Form Started By: Hilda Bazan Started On: 06/08/2010 09:17 AM

Final Approval Date: 06/11/2010

Hidalgo County Precinct No. 1
Engineering Services
CDBG-R Drainage Improvements Project
Year 22 (2009)
Grading-Ranking Grid

Criteria	SAMES Engineering			Quintanilla, Headley and Associates, Inc.			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	18	20	20	18	20	20	20
Experience of Project Team	23	24	20	25	20	22	24	21	23
Experience/ Availability of Project Manager	17	20	20	18	15	20	18	16	20
Understanding of Project	24	25	23	24	25	25	24	25	20
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	94	99	91	97	90	95	96	92	93
AVERAGES	284÷3=94.6%			282÷3=94			281÷3=93.6%		
RATING	1			2			3		

AI-21543 **18.B.**

Street Improvements project - City of Donna

CC REGULAR

Date:	06/15/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the Hidalgo County Precinct No. 1 is requesting consideration and action to award and enter into a Construction Contract with Sascon Inc. (lowest bidder meeting all specifications and/or requirements) for the Street Improvements Project located in the City of Donna in the amount of $38,626.00 utilizing Year 22 (2009) street improvement funds. The project consists of street reconstruction to 12th Street.

BACKGROUND

Hidalgo County Precinct No. 1 has requested and received bids for the street improvements project. Noe Garza Engineers, Inc. prepared specification packages and bids were received and opened at the Hidalgo County - Purchasing Department on May 26, 2010. After review the project engineer recommended Sascon, Inc., as the lowest of two (2) qualified bidders. (See attached recommendation letter from Noe Garza Engineers, Inc., copy of bid tabulations and letter from Hidalgo County Precinct No. 1 requesting approval).

Contractor	Sascon, Inc.
Contract Amount	$ 38,626.00
Funds Available	$ 65.000.00 Year 22 (2009) Hidalgo County Precinct No. 1 (Donna) Street Imp.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) Precinct #1 Street Improvement funds for this project.

Attachments

Link: Pct. 1 (Donna) St. Improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2010 03:06 PM	APRV
2	Perla Lopez	Perla Lopez	06/10/2010 08:38 AM	APRV
3	Auditor's Office	Linda Fong	06/11/2010 09:19 AM	APRV
4	Purchasing Department	Marty Salazar	06/11/2010 10:55 AM	APRV

Form Started By: Estella Webber Started On: 06/07/2010 03:38 PM

Final Approval Date: 06/11/2010

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

June 4, 2010

Lupita Garcia
Hidalgo County Urban County

After reviewing the attached documents from Noe Garza Engineering regarding the STREET IMPROVEMENTS FOR 12th STREET, the precinct does not see a problem with awarding the contract to SASCON Inc. in the amount of $38,626. Please submit the required documentation to the next commissioner's court meeting for the approval of the contract.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator, Pct. 1

NGE
NOE GARZA ENGINEERS, INC.
NSPE • TSPE • TSA
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577
FAX (956) 783-1209
www.ngeinc.net
(956) 783-1207

June 1, 2010

Mrs. Diana R. Serna, Director
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Precinct No. 1 (Donna) Street Imp. Project – 12th Street
5009-91-0311-5000-9100-UCP-GVG

Dear Mrs. Serna:

On May 26, 2010, we received two bids for the above referenced project. Bids were as follows:

Bidder	Amount
1. Sascon, Inc.	$38,626.00
2. Valley Paving, Inc.	$40,593.00

Therefore, I recommend contract to low bidder Sascon, Inc. of McAllen, Texas, in the amount of $38,626.00. If you should have any questions please contact our office at 956.783.1207.

Sincerely,

NOE GARZA ENGINEERS, INC.

Noe Garza, P.E.
City Engineer

NG/lr

JUN 1 2010

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: PRECINT NO. 1 (DONNA) STREET IMP. PROJECT - 12TH STREET
UCP NO. 5009-91-0311-5000-9100-UCP-GVG

BID DATE: MAY 26, 2010

BID TIME: 9:30 A.M.

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER *SASCON, INC.* UNIT PRICE	BIDDER *SASCON, INC.* TOTAL	BIDDER *VALLEY PAVING* UNIT PRICE	BIDDER *VALLEY PAVING* TOTAL
1. 1 1/2" Hot Mix	S.Y.	1,454	$ 10.00	$ 14,540.00	$ 14.00	$ 20,356.00
2. 3" Caliche	S.Y.	1,454	$ 5.00	$ 7,270.00	$ 3.00	$ 4,362.00
3. Pulverize Existing Asphalt	S.Y.	1,454	$ 4.00	$ 5,816.00	$ 7.50	$ 10,905.00
4. 4% Lime	TONS	18	$ 500.00	$ 9,000.00	$ 165.00	$ 2,970.00
5. Testing Allowance	L.S.	1	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
				$ 38,626.00		**$ 40,593.00**

CONSTRUCTION CONTRACT

This Agreement, entered into this **15th** day of **June, 2010** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **HIDALGO COUNTY PREINCT NO. 1** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **SASCON, INC.**, a corporation) of McAllen, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **Precinct No. 1 (Donna) – Street Improvements**
PROJECT #: **5009-91-0311-5000-9100-UCP-GVG**
ROJECT DESCRIPTION: "PRECINCT NO. 1 (Donna) 12th Street Improvements"

Hereinafter called the project, for the sum of (**$38,626.00) –Thirty-eight Thousand, Six Hundred Twenty-Six Dollars, and NO Cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Noe Garza Engineers, Inc.** entitled the project Engineer and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

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

_____
Contractor

Name of Firm: Sascon, Inc.

Address: 5200 North 26th Lane,
Mc Allen, Texas 78501

Fed. I.D. #/S.S. _____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

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

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

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-21540 **18.C.**

Parks & Recreational facility improvements project - City of Penitas

CC REGULAR

Date:	06/15/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional architect services.

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) architect firms from the County's approved "pool" as graded and evaluated by City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 22 (2009) City of Peñitas Parks & Recreational Facility Improvements Project at Veterans Memorial Park.

FIRM	GRADE	RANK
Alcocer Garcia & Associates, Inc.	99	
Rike Ogden, Figueroa Allex Architects	96	
ERO Architects	94	

3. Authority to negotiate a professional architect service contract with the No. 1 ranked firm of _____ for the provision of architect services for an Urban County Program – City of Peñitas – Parks & Recreational Facility Improvements Project at Veterans Memorial Park.

BACKGROUND

The three architect firms rated from the County's approved "pool" are Alcocer Garcia & Associates, Inc., Rike Ogden, Figueroa Allex Architects, and ERO Architects, for the City of Peñitas – Parks & Recreational Facility Improvements Project at Veterans Memorial Park.

Funds Available:	$ 100,000.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/08/2010 01:18 PM	APRV
2	Perla Lopez	Perla Lopez	06/10/2010 08:30 AM	APRV
3	Auditor's Office	Linda Fong	06/11/2010 09:26 AM	APRV
4	Purchasing Department	Marty Salazar	06/11/2010 10:55 AM	APRV

Form Started By: Estella Webber Started On: 06/07/2010 01:50 PM

Final Approval Date: 06/11/2010

City of Peñitas
Architect Services
Parks, Recreational Facilities
Year 22 (2009)
Grading-Ranking Grid

Criteria	Alcocer Garcia & Associates, Inc.			Rike Ogden, Figeroa Allex Architects			ERO Architects		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	20	20	20	19	20	20
Experience of Project Team	25	25	22	23	25	20	24	20	21
Experience/ Availability of Project Manager	20	19	20	20	17	20	19	18	18
Understanding of Project	25	25	25	24	25	25	24	25	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	9	10	10
TOTALS	100	99	97	97	97	95	95	93	94
AVERAGES	296÷3= 98.6			289÷3=96.3			282÷3=94		
RATING	1			2			3		

AI-21573 **19.A.**

Planning Department

CC REGULAR

Date:	06/15/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit:
1. Texas Station Phase II Subdivision – Pct. 4 (Garco, Ltd.)

BACKGROUND

Fiscal Impact

Attachments

Link: Texas Station 2; reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 08:12 AM	APRV
2	Olga Garza	Olga Garza	06/10/2010 01:41 PM	APRV
3	Auditor's Office	Linda Fong	06/11/2010 09:27 AM	APRV
4	Purchasing Department	Marty Salazar	06/11/2010 10:56 AM	APRV

Form Started By: Nora Cavazos — Started On: 06/09/2010 01:20 PM

Final Approval Date: 06/11/2010

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JUNE 9, 2010

RE: TEXAS STATION PH. II SUBDIVISION – PCT. 4

ON DECEMBER 19, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF NINE (9) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $5,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FIVE (5) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $5,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 9,000.00
1ST REIMBURSEMENT	$ 5,000.00
BALANCE REMAINING	$ 4,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 056918

Aug. 3, 2007

RECEIVED OF: Garco, Ltd. $ 9000.00

Nine thousand and 00/100 **DOLLARS**

SUBDIVISION: Texas Station 2 **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	01-1100-211-00-000-018-0-000
9 tanks	9000.00
Other	
Total	9000.00

M.O. ☐ ☐

CHECK ☒ 007130 **CASH** ☐

Maria D Campos
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Member FDIC
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

007130

8/1/2007

PAY TO THE ORDER OF HIDALGO COUNTY PLANNING DEPARTMENT $ **9,000.00

Nine Thousand and 00/100********** DOLLARS

HIDALGO COUNTY PLANNING DEPARTMENT

MEMO TEXAS STATION REPLAT

MP

⑈007130⑈ ⑆114921415⑆ ⑈0140003924⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

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

Eduardo Olivarez
Chief Administrative Officer

June 8, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: TEXAS STATION II S/D

Dear Mr. Sesin:

According to our records **(5)**of the septic tank systems for **TEXAS STATION II** a **(9)** lot subdivision, located on **FM 2812 & SHARP ROAD** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

AI-21449 **20.A.**

HAVA General Compliance Funding 2010-2011
CC REGULAR

Date:	06/15/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

1. Approval of $320,835.00 increase in funds (Compliance) for the following Help America Vote Act (HAVA) grant award through December 31, 2011 received from the Texas Secretary of State - Election Division.
2. Approval of Certification of Revenues as certified by the County Auditor for HAVA Grant.
3. Approval of appropriation of funds for the HAVA grant award.

BACKGROUND

HAVA grant does not require a cash match.

Grant Awards (General HAVA Compliance and County Education Fund) have been extended through December 31, 2011 (as stated in the award letter).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-414-00-130-010-8-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the General HAVA Compliance- HAVA Grant in the amount of $320,835.00.

Revenue account: 0-1283-334-10-130-010-8-000

Attachments

Link: backup

Link: Cert. of Revenues- HAVA

Link: Elections Dept- BA HAVA General Compliance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	06/09/2010 02:24 PM	APRV
2	Yvonne Ramon	Yvonne Ramon	06/10/2010 08:42 AM	APRV
3	Budget & Management	Erika Zamora	06/10/2010 08:51 AM	APRV

4	Manuel Chapa	Manuel Chapa	06/11/2010 02:49 PM	APRV
5	Auditor's Office	Linda Fong	06/11/2010 03:03 PM	APRV
6	Mike Escaname		06/11/2010 05:22 PM	NEW

Form Started By: Veronica Lopez Started On: 06/02/2010 10:33 AM

Final Approval Date: 06/11/2010

yvonne ramon

From: Dan Glotzer [DGlotzer@sos.state.tx.us]
Sent: Wednesday, May 12, 2010 5:54 PM
To: undisclosed-recipients:
Subject: HAVA Supplemental Funding

Follow Up Flag: Follow up
Flag Status: Flagged

Additional HAVA funding has been made available to your county under the existing General HAVA Compliance grant awarded to your county. The updated terms and conditions of the grant award agreement must be agreed to by the authorized official for the county (county judge) when submitting a budget via the online grant system located at https://hava.tamu.edu/. The online grant system has also been updated with the new grant award amount. All users have access to view current approved budgets and reimbursements, but only the county judge has access to submit budgets, including grant adjustments. Upon approval by the Secretary of State's Office, the county financial officer (the county auditor or treasurer, depending on the county) has access to request reimbursement against the approved budget. If you don't have a user ID and password, please email hava@sos.state.tx.us.

The highlights of the amended terms and conditions of the grant award agreement are as follows:

- The General HAVA Compliance grant has been expanded to allow for costs previously eligible under the TEAM Compatibility grant.
- Military Overseas Voters Empowerment ("MOVE") Act costs will be eligible under General HAVA Compliance pending an implementation plan from the state. Details will be forthcoming.
- The General HAVA Compliance and County Education Fund grants have been extended through December 31, 2011.

For more information about the additional funding as well as other HAVA grant-related resources, please refer to the HAVA section of the Secretary of State's website at http://www.sos.state.tx.us/elections/hava/index.shtml. On the HAVA Grant Award Terms & Conditions page you'll find the following important documents:

- A memo from Secretary Andrade dated May 11, 2010 that outlines the details of the additional funding.
- The amended terms and conditions of the grant award agreement.
- The supplemental funding awarded to each county.

As a reminder, the following grants have expired and are no longer available: 1) Voting System Accessibility, 2) TEAM Compatibility, 3) Polling Place Accessibility, and 4) Opportunity for Access.

Also be reminded that certain requirements may still apply to grants that have expired. For example, property management requirements remain in effect (e.g., inventory lists for the equipment, including disposition information). Additionally, the EAC may still require the reporting of various data, such as program income. Program income is defined as gross income received from a grant-supported activity during the grant period and includes items such as fees from the use or rental of voting systems acquired with grant funds.

If you need assistance, or if you have questions, please call toll-free at 1.800.252.8683 or email elections@sos.state.tx.us—we are here to help you, to answer questions, and to make the grant process as easy as possible.

- Note - In order to submit a budget for voting equipment, the county will have to select from a list of Texas-certified voting systems. Consequently, counties are advised to submit a budget to the SOS for voting equipment ONLY if the county has determined the voting system it will be purchasing. However, this should not prevent a county from submitting a budget for other HAVA-eligible costs (e.g., travel and training costs eligible under the County Education Fund). In addition, a county may submit a partial budget and reallocate the balance as future needs arise. For example, a county may submit a budget under the County Education Fund for a certain number of training events, submit it to the SOS for approval, and then add additional line items at a later date as new training opportunities arise.

- Assuming the necessary documents have been submitted (i.e., the original grant award agreement, the required resolution, and the recent amendment), the budget is approved by the Secretary of State's Office. It is important to submit the budget as soon as the county knows what system, including the components, it will be purchasing because the county cannot request reimbursement from SOS until SOS approves the budget (see next step).

- After SOS approves the budget and the county is invoiced for goods or services received and releases payment to the vendor, the county financial officer (the county auditor or treasurer, depending on the county) has access to request reimbursement against the approved budget. Counties are encouraged to time the payment to the vendor with its reimbursement request to SOS as closely as possible to minimize any cash flow issue.

    - The county has the discretion to define release of payment as the agency obligation or encumbrance of the funds such as a purchase order or other document authorizing payment. Consequently, the county can request funding from SOS when they have "officially" obligated the funds and been billed (invoiced) for goods or services received, but that doesn't necessarily mean that county funds must have been disbursed prior to drawing down the funds from SOS.

5. If you need assistance, or if you have questions, please call Dan Glotzer or Jennifer Holliman toll-free at 1.800.252.8683 or email dglotzer@sos.state.tx.us or jholliman@sos.state.tx.us—we are here to help you, to answer questions, and to make this process as easy as possible.

Other Regulations Not Mandated by the Grant Program But Are Mandated by Statute:

1. Before a newly acquired voting system may be used, the commissioners court must first adopt it for use in county elections by resolution, order, or other official action. Tex. Elec. Code Ann. § 123.001(a) (Vernon 2003).

2. After the court has adopted the new system, it must be submitted for preclearance with the U.S. Department of Justice (DOJ) under Section 5 of the Voting Rights Act. This process entails submitting a copy of the order adopting the new system along with a cover letter that:

    a) Includes a name, title, mailing address, and telephone number of the person making the submission for any questions DOJ might have;

    b) States the reason for the change (to comply with the requirements of Section 301(a)(3)(B) of the Help America Vote Act); and,

    c) Includes a statement that the change will not affect members of any racial or linguistic minority differently from the way the general public is affected and does not have the intent and will not have the effect of diluting the voting strength of any racial or linguistic minority.

3. If you have previously submitted a voting system for preclearance, you should submit a copy of DOJ's preclearance letter or refer to their file number and date of preclearance in your cover letter.

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

The Office of
The Secretary of State

HELP AMERICA VOTE ACT GRANT AWARD AGREEMENT AS AMENDED 5/7/2010

Note: County-specific information (i.e., name and award amounts) have been omitted from the following version of the terms and conditions set forth in the grant award agreements between Texas Counties and the Office of the Secretary of State pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. 90.401) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301. This document is for reference purposes and should not be signed.

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Part A – General

SECTION 1. AUTHORITY

1.1. This agreement is made by COUNTY ("COUNTY") to the STATE OF TEXAS, OFFICE OF THE SECRETARY OF STATE ("SOS") and is authorized pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. 90.401) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301. This agreement encompasses the original grant award agreement issued on September 14, 2004 ("ORIGINAL AWARD AGREEMENT") and all subsequent grant award agreement amendments.

SECTION 2. SOURCE

2.1. The funding identified in this agreement is federal funding from (federal) fiscal year 2003, 2004, 2008, and 2009 appropriated funds with applicable state match coming from 2004/2005, 2006/2007, 2008/2009, and 2010/2011 (state) fiscal year appropriated funds:

2.1.1. Title I, Section 101 – 100% federal (see Section 6.1 of this agreement for purpose area).

2.1.2. Title II, Section 251 – 95% federal / 5% state (see Section 6.2 of this agreement for purpose areas).

SECTION 3. APPLICABILITY

3.1. The terms and conditions set forth in this agreement apply to and must be adhered to by the COUNTY referenced in Section 1 of this agreement.

SECTION 4. ADOPTIONS BY REFERENCE

4.1. Although the SOS has attempted to highlight the most relevant rules and guidelines through this agreement, the COUNTY must abide by the applicable Office of Management and Budget (OMB) Circulars and the Uniform Grant Management Standards (UGMS) adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code (see Texas Administrative Code Title 1, Part 1, Chapter 5, Subchapter A, Division 4, §§5.141 - 5.167).

4.2. UGMS incorporates the relevant OMB Circulars as outlined below:

4.2.1. Cost Principles for State and Local Governments and Other Affected Entities (Chapter II of UGMS, which incorporates OMB Circular A-87).

4.2.2. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Chapter III of UGMS, which incorporates OMB Circular A-102 and "Common Rule", Administrative Requirements, 53 FR 8087, March 11, 1988).

4.2.3. State of Texas Single Audit Circular (Chapter IV of UGMS, which incorporates OMB Circular A-133).

4.3. The OMB Circulars can be found at http://www.whitehouse.gov/omb/circulars/ and UGMS can be accessed through the Governor's Office website at http://www.governor.state.tx.us/.

SECTION 5. GRANT OFFICIALS

5.1. Authorized Official – The COUNTY judge must serve as the authorized official for the COUNTY and must be designated as such in the resolution (see Section 13.1.4 of this agreement). The authorized official has signing authority on behalf of the COUNTY and is responsible for ensuring the necessary forms are submitted through the Texas HAVA online grant system (see Section 14 of this agreement).

5.2. Election Official(s) – The COUNTY election official(s) include the executive officer(s) of the offices(s) responsible for conducting elections and maintaining the voter registration list in the COUNTY (e.g., the elections administrator or the county clerk and/or voter registrar). The

election official(s) of the COUNTY must be consulted and concur with all expenditures pursuant to this agreement (see Section 13.1.1 of this agreement).

5.3. Financial Officer – The COUNTY auditor or treasurer must serve as the financial officer for the county. The financial officer is responsible for establishing and maintaining financial records to accurately account for funds awarded to the COUNTY. These records shall include both federal funds and all matching funds of state and local organizations, when applicable. The financial officer is also responsible for requesting payments through the Texas HAVA online grant system (see Section 17 of this agreement).

SECTION 6. FUNDING PURPOSE AREAS

6.1. County Education Fund

6.1.1. These funds are to be used for reimbursement of costs incurred as a result of attending professional election training such as conferences and seminars.

6.1.2. Expenditures under this fund may be incurred by the offices(s) of the COUNTY election official(s) as defined in Section 5 of this agreement. If the election duties are split between more than one office (e.g., the county clerk and voter registrar), funding must be made available and expended in consultation and agreement between the offices.

6.2. General HAVA Compliance

6.2.1. Upgrading voting systems to comply with new federal standards.

a) Funds may be used for reimbursement of costs incurred as a result of purchasing equipment or software consistent with Section 9 of this agreement.

b) Funds may be used for reimbursement of costs for maintenance and storage of voting equipment purchased pursuant to this agreement.

6.2.2. Acquiring an accessible voting system in each polling place.

a) These funds are to be used for reimbursement of costs incurred as a result of acquiring a HAVA-compliant accessible voting system in each polling location.

b) This requirement may be met by having at least one accessible direct recording electronic voting system ("DRE") or other system equipped for individuals with disabilities at each polling place.

6.2.3. Voter education – Funds may be used for reimbursement of costs incurred as a result of educating voters on the following:

a) How to verify/review selections before casting the vote.

b) How to change or correct any error on the ballot before casting the vote.

c) How to avoid over-voting.

d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.

e) How the county's voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.

f) What constitutes the uniform definition of the voting system(s) in use in the county.

g) How to vote a provisional ballot, including written information on how the voter can ascertain whether his or her vote was counted, and if not counted, the reason given.

6.2.4. Voter education – Funds may be used for reimbursement of costs incurred as a result of producing the following information to be posted at each polling place on the day of an election:

a) A sample version of the ballot that will be used for that election.

b) Information regarding the date of the election and the hours during which polling places will be open.

c) Instructions on how to vote, including how to cast a vote and how to cast a provisional ballot.

d) Instructions for mail-in registrants and first-time voters under Section 303(b) of HAVA.

e) General information on voting rights under applicable Federal and State laws, including information on the right of an individual to cast a provisional ballot and instructions on how to contact the appropriate officials if these rights are alleged to have been violated.

f) General information on federal and state laws regarding prohibitions on acts of fraud and misrepresentation.

6.2.5. Election worker education – Funds may be used for reimbursement of costs incurred as a result of educating election workers on the following:

a) How a voter verifies/reviews selections before casting the vote.

b) How a voter changes or corrects any error on the ballot before casting the vote.

c) How a voter avoids over-voting.

d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.

e) How the county's voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.

f) What constitutes the uniform definition of the voting system(s) in use in the county.

g) Provisional voting procedures.

6.2.6. TEAM Compatibility – Funding may be used to acquire equipment, software, supplies, and contractual services, such as Internet service provider fees, to integrate with the official list of registered voters maintained by the Secretary of State, known as the Texas Election Management System ("TEAM"). The following are the basic technical specifications:

a) Broadband connection to the Internet.

b) Baseline PC configuration for TEAM is:

PC - 512MB RAM, 40GB disk

Medium resolution monitor

Acrobat Reader 6.0 or better

Microsoft Internet Explorer 6.x web browser

Windows 2000, Windows XP Professional or more recent operating system

c) Laser printers are recommended; however, all files will be output in a PDF format so the COUNTY can configure the setup. Printer recommendation is:

Low-volume printer (A larger COUNTY might want to obtain a high-volume printer). Printers must be able to handle 8.5X11 or 8.5X14 paper size.

d) Certificates, notices and several reports will have the option to print a bar code for easier retrieval of the voter information in TEAM. The following is the bar code reader specification:

Bar code readers must be able to process the bar code font of: IDAutomationC39XS (72, 48, 36, 28, 26, 24, 22, 20, 18, 16, 14, 12, 11, 10, 9 and 8 pt available).

6.2.7. The COUNTY may use the funding to attend TEAM Training specific to voter registration or election management functionality; however, the COUNTY is encouraged to first utilize the HAVA County Education Fund that has already been awarded to the COUNTY through a separate award agreement. Expenditures under this fund may be incurred by the offices(s) of the COUNTY election official(s) as defined in Section 5 of this agreement.

6.2.8. Effective November 2, 2010 the Military Overseas Voters Empowerment (MOVE) Act Compliance requires changes to the way military an overseas voters may register and vote in federal elections in an effort facilitate the entire process for this population of voters who face unusual obstacles in voting. The COUNTY may use the funding for activities consistent with the requirements set forth in the MOVE Act pursuant to adoption of State Administrative Rules and compliance with any applicable requirements imposed by the US Election Assistance Commission ("EAC").

SECTION 7. ELIGIBLE FUNDING BY PURPOSE AREA

7.1. Each allotment of funding outlined below will have its own budget and grant period and must be accounted for separately in the Texas HAVA online grant system, as well as the COUNTY accounting records:

7.1.1. County Education Fund – Refer to Texas HAVA online grant system for amount.

7.1.2. General HAVA Compliance – Refer to Texas HAVA online grant system for amount.

SECTION 8. VOTING SYSTEM DEADLINE

8.1. Effective January 1, 2006, precincts within the requesting county cannot use a punch card or lever voting system for an election.

8.2. Effective January 1, 2006, each polling place within the requesting county must have a voting system that will be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters.

SECTION 9. VOTING MACHINE STANDARDS

9.1. The COUNTY ensures all voting systems comply with the following:

9.1.1. Permit voter to verify/review selections before casting the vote.

9.1.2. Allow voter to change or correct any error on the ballot before casting the vote.

9.1.3. Prevent or alert voter if he/she over-votes on the ballot.

9.1.4. Produce a permanent paper record with a manual audit capacity.

9.1.5. Be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters. (This requirement may be met by having at least one DRE or other system equipped for individuals with disabilities at each polling site.)

9.1.6. Provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.

9.1.7. Ensure error rates (machine errors only) do not exceed the Federal Election Commission or Election Assistance Commission standards.

9.1.8. Maintain consistency with the uniform definition of what constitutes a vote for each voting system in use in the state.

9.1.9. Title 8 of the Texas Election Code.

SECTION 10. PAPER AND CENTRAL COUNT VOTING SYSTEMS

10.1. A COUNTY that uses a paper ballot voting system or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements in Section 9 of this agreement by--

10.1.1. Establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

10.1.2. Providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

10.2. This Section does not in any manner eliminate the requirement of Section 8.2 of this agreement, which requires that each polling place must have at least one accessible voting system effective January 1, 2006.

10.3. The voting system shall ensure that any notification required under this Section preserves the privacy of the voter and the confidentiality of the ballot.

SECTION 11. STATE VOTING SYSTEM CERTIFICATION

11.1. As a condition of funding and pursuant to Section 123.035 of the Election Code, any contract for the acquisition of voting system equipment executed on or after September 1, 2003 must be in writing and be approved by the SOS as to compliance of the voting system and voting system equipment with the applicable requirements.

11.1.1. A copy of the relevant portions of the contract containing only the identifying information that the SOS needs to determine whether the version of the system and equipment being acquired under the contract complies with the applicable requirements must be submitted to the SOS.

11.2. Pursuant to Section 11.1 of this agreement, the COUNTY may not request reimbursement unless it has received a letter from the state confirming that the voting system and voting system equipment being acquired under the contract satisfies the applicable requirements for approval.

11.3. If the COUNTY utilizes a term contract through the Texas Building and Procurement Commission, the requirements described in Section 11.1 may be satisfied by submitting a copy of the purchase order via fax or mail to the Secretary of State's Office:

Voting System Contract Verification
Elections Division
Texas Secretary of State
P.O. Box 12060
Austin, Texas 78711-2060
512-475-2811 (fax)

Part B – Pre-Award Requirements

SECTION 12. GRANT AWARD PROCESS

12.1. The grant award will be comprised of the following:

12.1.1. ORIGINAL AWARD AGREEMENT signed by the county judge and the secretary of state, which is on file with the Secretary of State.

12.1.2. The resolution described in Section 13 of this agreement, which is on file with the Secretary of State.

12.1.3. Satisfactory completion of the forms described in Section 14 of this agreement.

12.1.4. AMENDMENT 1 signed by the county judge and the secretary of state, which is on file with the Secretary of State.

12.1.5. Any electronic transactions executed through the Texas HAVA Online Grant System, including grant adjustments, grant amendments, and supplemental awards.

SECTION 13. RESOLUTION FROM THE GOVERNING BODY

13.1. The resolution from the COUNTY's governing body on file with the Secretary of State includes, at a minimum, the following:

13.1.1. _____ Commissioners Court has agreed that the expenditure of the funds in accordance with any agreement between _____ County and the State of Texas, Office of the Secretary of State pursuant to Title 1, Section 101 and Title II, Section 251 of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301 shall be, or, in the case of retroactive payments, was in consultation and agreement with the county election official(s) and the county financial officer of _____ County.

13.1.2. The _____ County election official(s) include the following:

(The office of the officials must be listed out – e.g., the elections administrator, the county clerk, the voter registrar, etc. The actual names of the officeholders do not need to be listed.)

13.1.3. _____ Commissioners Court has agreed that in the event of loss, misuse, or noncompliance pursuant to any grant award agreement with the Secretary of State, _____ Commissioners Court assures that the funds will be returned to the Office of the Secretary of State in full.

13.1.4. _____ Commissioners Court has agreed that the county judge will serve as the COUNTY authorized official. The authorized official is the signing authority on behalf of the COUNTY.

13.2. The resolution on file with the Secretary of State is signed by the COUNTY election official(s) and the COUNTY financial officer as defined in Section 5 of this agreement.

SECTION 14. FORMS FOR APPLYING FOR GRANT FUNDING

14.1. The COUNTY must use forms prescribed by the SOS through the Texas HAVA online grant system.

14.1.1. The forms will require the COUNTY to provide the following information:

a) Basic county information.

b) Grant official confirmation.

c) Proposed activities per purpose area.

d) A budget for each purpose area.

14.2. The SOS reserves the right to require additional information as needed.

SECTION 15. CERTIFIED ASSURANCES

15.1. By signing this agreement and as the duly authorized representative of the COUNTY, the county judge certifies that the COUNTY:

15.1.1. Complies with the required assurances listed in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart B, Section 14 of the Uniform Grant Management Standards.

15.1.2. Will not construe the availability of these funds to authorize or require conduct prohibited under any of the following laws, or to supersede, restrict, or limit the application of such

laws: the Voting Rights Act of 1965 (42 U.S.C. 1973 et seq.); the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. 1973ee et seq.); the Uniformed and Overseas Citizens Absentee Voting Act (42 U.S.C. 1973ff et seq.); the National Voter Registration Act of 1993 (42 U.S.C. 1973gg et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.).

15.1.3. Will allow the SOS, the Comptroller General of the United States, the State Auditor's Office, any successor agency, or duly authorized representative to audit or investigate the expenditure of funds under this agreement. The COUNTY further agrees to cooperate fully with the audit or investigation, including providing all records requested such as papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. The COUNTY will ensure that this clause concerning the authority to audit or investigate state funds received indirectly by subcontractors through the COUNTY, along with the requirement to cooperate, is included in any subcontract it awards.

15.1.4. Will obtain the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations".

15.1.5. Will comply with federal retention requirements of maintaining records for at least three years following the submission of the final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

15.1.6. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program – including the Uniform Grant Management Standards published by the Texas Governor's Office of Budget and Planning and applicable OMB Circulars.

Part C – Post-Award Requirements

SECTION 16. FINANCIAL MANAGEMENT STANDARDS

16.1. The financial management system of the COUNTY must meet the following standards:

16.1.1. Financial reporting. Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the grant award.

16.1.2. Accounting records. The COUNTY must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant awards and authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures, and income.

16.1.3. Internal control. Effective control and accountability must be maintained for all grant award cash, real and personal property, and other assets. The COUNTY must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

16.1.4. Budget control. Actual expenditures or outlays must be compared with budgeted amounts for each grant award. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant award agreement. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

16.1.5. Allowable cost. Applicable OMB cost principles, agency program regulations, and the terms of grant award agreement will be followed in determining the reasonableness, allowability, and allocability of costs.

16.1.6. Source documentation. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and grant award documents, etc.

16.2. The SOS or its designee may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to award.

SECTION 17. PAYMENT

17.1. All payments will be made on a cost reimbursement basis no more than once a month based on actual expenditures.

17.1.1. The COUNTY may charge to the award only costs resulting from obligations during the funding period.

17.1.2. A grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period.

17.1.3. Payments shall be requested by the COUNTY financial officer via the Texas HAVA online grant system.

17.2. Earned program income for the period in which funds are being requested must be reported with the request.

SECTION 18. ALLOWABLE COSTS

18.1. Grant funds must be expended in accordance with Chapter II (Cost Principles for State and Local Governments and Other Affected Entities) of UGMS.

18.2. Grant funds may only be used for activities approved through the grant award process.

18.3. The following are some of the unallowable costs outlined in Chapter II of UGMS (refer to UGMS to review all unallowable costs):

18.3.1. Membership dues for individuals (the membership must be for the governmental unit).

18.3.2. Costs of promotional items including, but not limited to, hats, drink coolers, t-shirts, toys, pens, pencils, jackets, frisbees, emery boards, fans, dominoes, windshield shades, change purses, and other such novelties or items of nominal value.

18.3.3. Costs of advertising and public relations designed solely to promote the governmental unit.

18.3.4. Costs of publicizing or directing attention to any individual official or employee of the COUNTY.

18.3.5. Costs associated with influencing the outcome of any election, or the passage or defeat of any legislative measure.

18.4. In addition to the unallowable costs outlined in Chapter II of UGMS, the following uses are not eligible for funding:

18.4.1. Personnel costs.

18.4.2. Indirect costs.

18.4.3. Effective January 1, 2007, equipment that does not meet the voting system standards for disability access (e.g., non-accessible DREs will not be eligible for reimbursement).

18.5. The following are guidelines that must be adhered to for travel reimbursements:

18.5.1. The COUNTY will be held to the state lodging, mileage, and per diem rates or the COUNTY rates, whichever is less.

18.5.2. All reimbursements are limited to the actual cost of meals.

18.5.3. Claims may not include: alcoholic beverages, tips, room service, or expenses for any person other than the traveling employee.

18.5.4. Claims may only be made for travel outside of the employee's headquartering city.

18.6. Applicable state rates for travel can be found on the Texas Comptroller's website at the following address:

https://fmx.cpa.state.tx.us/fm/travel/travelrates.php.

18.7. This agreement automatically adopts any legislative change to the rates at the time of the legislative effective date.

18.8. The following receipts must be retained for audit purposes:

18.8.1. Lodging - check-out document reflecting zero balance due.

18.8.2. Parking fees incurred for personal vehicle or car rental.

18.8.3. Taxi fares - date, destination, and amount.

18.8.4. Gasoline purchased for rental car.

18.8.5. Auto rental contract and receipt.

18.8.6. Air fare receipt.

SECTION 19. PERIOD OF AVAILABILITY OF FUNDS (GRANT PERIOD)

19.1. Obligations incurred as a result of acquiring voting equipment, which meets the requirements of Section 301 of HAVA and was acquired after the regularly-scheduled general election for federal office held in November of 2000, may be reimbursed as long as the expenditures are consistent with this agreement.

19.2. Obligations means the amounts of orders placed, contracts, goods and services received, and similar transactions during the grant period that require payment by the COUNTY.

19.3. Payments may be requested for obligations incurred during the following time periods:

19.3.1. County Education Fund – June 1, 2004 thru December 31, 2011.

19.3.2. General HAVA Compliance:

a) Upgrading voting systems to comply with new federal standards – As described in Section 19.1 of this agreement thru December 31, 2011.

b) Acquiring an accessible voting system in each polling place – As described in Section 19.1 of this agreement thru December 31, 2011.

c) Voter Education – September 1, 2004 thru December 31, 2011.

d) Election Worker Education – September 1, 2004 thru December 31, 2011.

e) TEAM Compatibility – January 1, 2006 thru December 31, 2011.

f) MOVE Act Compliance – January 1, 2010 thru December 31, 2011.

SECTION 20. PROGRAM INCOME

20.1. Program income means gross income received by the COUNTY directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the final reimbursement request or the grant period expiration date, whichever comes first.

20.2. Program income earned during the grant period must be reported when requesting reimbursements as described in Section 17.2 of this agreement.

SECTION 21. AUDIT

21.1. During the grant period, for each COUNTY fiscal year in which the COUNTY expends $500,000 or more of combined federal funding, the COUNTY is responsible for obtaining an audit in accordance with the Single Audit Act (Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Any such audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

21.2. If, after a fiscal year in which grant funds are expended, the COUNTY determines an audit is not required according to OMB Circular A-133, the COUNTY shall make such certification through the Texas HAVA online grant system. The COUNTY'S chief financial officer shall make the certification within 60 days of the end of the COUNTY'S fiscal year.

SECTION 22. CHANGES

22.1. The following post-award changes in budgets and projects require prior written approval in the form of a grant adjustment.

22.1.1. Cumulative transfers among direct cost categories which exceed ten percent of the current award.

22.1.2. Transfer of funds allotted for training allowances to other expense categories.

22.1.3. Any needs for additional funding or extension of grant period.

22.1.4. Any revision of the scope or objectives of the project.

22.2. All grant adjustment requests must be submitted prior to the end of the grant period.

22.3. The SOS reserves the right to make changes to the grant award at any time. The County will be notified in writing or through the Texas HAVA online grant system of all changes prior to the change taking effect.

SECTION 23. PROPERTY MANAGEMENT

23.1. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, at a minimum, meet the following requirements:

23.1.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date and cost of the property, percentage of the SOS participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

23.1.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

23.1.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. Certain types of equipment are classified as "controlled assets". The Comptroller's State Property Accounting User Manual, available on the Internet, contains the most current listing.

23.1.4. Adequate maintenance procedures must be developed to keep the property in good condition.

23.1.5. If the COUNTY is authorized to sell the property, proper sales procedures must be established to ensure the highest possible return.

SECTION 24. COPYRIGHTS

24.1. The SOS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes:

24.1.1. The copyright in any work developed pursuant to this grant award; and

24.1.2. Any rights of copyright to which the COUNTY purchases ownership with this grant award.

SECTION 25. PROCUREMENT

25.1. The COUNTY shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable laws and the standards identified in Chapter III (State Uniform Administrative Requirements for Grants and Cooperative Agreements), Subpart C, Section 36 of the Uniform Grant Management Standards.

SECTION 26. REPORTS

26.1. Grantees must submit required financial expenditure reports and performance reports.

26.1.1. Payment request must be based on actual expenditures (see Section 17 of this agreement); therefore, reimbursement requests will serve as financial reports.

26.1.2. Additional reports shall be submitted via the Texas HAVA online grant system.

26.1.3. Instructions and due dates will be prescribed via the website.

26.1.4. SOS may place a financial hold on a grantee's funds for delinquent reports.

SECTION 27. RECORDS RETENTION

27.1. The COUNTY must maintain records for at least three years following the submission of the final expenditure report.

27.2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

SECTION 28. MONITORING

28.1. Monitoring reviews include programmatic monitoring, financial monitoring, and financial auditing.

28.2. The SOS reserves the right to conduct its own audit or contract with another entity to audit the COUNTY.

28.3. The SOS or its designee may conduct monitoring reviews throughout the existence of a grant or conduct an audit after the grant period has ended. The COUNTY must make all grant-related records available to the SOS or its representatives unless the information is sealed by law.

28.4. Monitoring reviews may be on-site or desk reviews and may include any information that the SOS deems relevant to the project.

28.5. The SOS, or its designee, may make unannounced visits at any time.

SECTION 29. REMEDIES FOR NONCOMPLIANCE

29.1. If a COUNTY fails to comply with any term or condition of this agreement or any applicable statutes, rules, regulations, or guidelines, SOS may take one or more of the following actions:

29.1.1. Require the return of funds if disbursements have already been made.

29.1.2. Temporarily withhold all payment to the COUNTY pending correction of the deficiency by the COUNTY.

29.1.3. Temporarily withhold all payments for other HAVA grant funds awarded to the COUNTY pending correction of the deficiency by the COUNTY.

29.1.4. Disallow all or part of the cost of the activity or action that is not in compliance.

29.1.5. Impose administrative sanctions, other than fines, on the COUNTY.

29.1.6. Withhold further HAVA grant funds from the COUNTY.

29.1.7. Terminate the agreement in whole or in part.

29.1.8. Exercise other remedies that may be legally available.

Part D – After-the-Grant Requirements

SECTION 30. CLOSEOUT

30.1. The SOS will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed. The SOS will provide any necessary additional information on closeouts.

30.2. The closeout of a grant does not affect:

30.2.1. The SOS's right to disallow costs and recover funds on the basis of a later audit or other review;

30.2.2. The COUNTY'S obligation to return any funds due as a result of later refunds, corrections, or other transactions;

30.2.3. Records retention as required in Section 27 of this agreement;

30.2.4. Property management requirements outlined in Section 23 of this agreement; and

30.2.5. Audit requirements prescribed in Section 21 of this agreement.

SECTION 31. COLLECTION OF AMOUNTS DUE

31.1. Any funds paid to the COUNTY in excess of the amount to which the COUNTY is finally determined to be entitled under the terms of the award constitute a debt to the SOS. If not paid within 30 days after demand, the federal or state agency may reduce the debt by:

31.1.1. Making an administrative offset against other requests for reimbursements;

31.1.2. Withholding payments otherwise due to the COUNTY; or

31.1.3. Other action permitted by law.

31.2. Except where otherwise provided by statutes or regulations, the federal government may charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (4 CFR Ch. II). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Hope Andrade
Secretary of State

TO: Texas County Judges

CC: County Election Officials
County Financial Officer

FROM: Hope Andrade, Texas Secretary of State

DATE: May 11, 2010

RE: Help America Vote Act (HAVA) Supplemental Funding

As you are aware by now, funds were made available to your county pursuant to the Help America Vote Act ("HAVA") of 2002. The original State Plan developed in response to HAVA allocated the "Requirements Payments," which was the bulk of the HAVA funding, into two grants: Voting System Accessibility and General HAVA Compliance. I am pleased to announce that effective immediately, we are making approximately $19 million in additional Requirements Payments available to the counties.

The supplemental funds have been apportioned to the counties based on the original Voting System Accessibility and General HAVA Compliance allotments formulated in the State Plan. For the sake of simplicity, we have placed all supplemental funds under General HAVA Compliance. Please refer to the attached spreadsheet to view your county's supplemental amount.

The terms and conditions of the grant award agreement have been updated, and will require your acknowledgement when submitting a budget via the online grant system located at https://hava.tamu.edu/. You should have a user ID and password to access the grant system. If you do not, please email hava@sos.state.tx.us in order to obtain one. You can also view the new terms and conditions at http://www.sos.state.tx.us/elections/hava/index.shtml. While most of the changes are "housekeeping" in nature, the following are more substantive:

- The General HAVA Compliance fund has been expanded to allow for costs previously eligible under the TEAM Compatibility Fund. Additionally, Military Overseas Voters Empowerment ("MOVE") Act costs will be eligible pending further guidance from the U.S. Election Assistance Commission ("EAC"). Once our office has the EAC's consent to expend HAVA funds on MOVE, we will notify the counties.
- The General HAVA Compliance and County Education Fund grants have been extended through **December 31, 2011**.

The following grants have been closed out and are no longer available:

- Voting System Accessibility
- TEAM Compatibility Fund
- Polling Place Accessibility
- Opportunity for Access

As a reminder, certain requirements may still apply to grants that are closed out. For example, property management requirements remain in effect (e.g., inventory lists for the equipment, including disposition information). Additionally, the EAC may still require the reporting of various data, such as program income. Program income is defined as gross income received from a grant-supported activity during the grant period and includes items such as fees from the use or rental of voting systems acquired with grant funds.

If you need assistance, or if you have questions, please call toll-free at (800) 252-8683 or e-mail elections@sos.state.tx.us. Agency staff are here to assist you and answer questions you may have. It is our goal to make this transition as easy as possible.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

June 8, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$320,835.00	HAVA Supplemental Funding

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-8-10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

yvonne ramon

From: Dan Glotzer [DGlotzer@sos.state.tx.us]
Sent: Wednesday, May 12, 2010 5:54 PM
To: undisclosed-recipients:
Subject: HAVA Supplemental Funding

Follow Up Flag: Follow up
Flag Status: Flagged

Additional HAVA funding has been made available to your county under the existing General HAVA Compliance grant awarded to your county. The updated terms and conditions of the grant award agreement must be agreed to by the authorized official for the county (county judge) when submitting a budget via the online grant system located at https://hava.tamu.edu/. The online grant system has also been updated with the new grant award amount. All users have access to view current approved budgets and reimbursements, but only the county judge has access to submit budgets, including grant adjustments. Upon approval by the Secretary of State's Office, the county financial officer (the county auditor or treasurer, depending on the county) has access to request reimbursement against the approved budget. If you don't have a user ID and password, please email hava@sos.state.tx.us.

The highlights of the amended terms and conditions of the grant award agreement are as follows:

- The General HAVA Compliance grant has been expanded to allow for costs previously eligible under the TEAM Compatibility grant.
- Military Overseas Voters Empowerment ("MOVE") Act costs will be eligible under General HAVA Compliance pending an implementation plan from the state. Details will be forthcoming.
- The General HAVA Compliance and County Education Fund grants have been extended through December 31, 2011.

For more information about the additional funding as well as other HAVA grant-related resources, please refer to the HAVA section of the Secretary of State's website at http://www.sos.state.tx.us/elections/hava/index.shtml. On the HAVA Grant Award Terms & Conditions page you'll find the following important documents:

- A memo from Secretary Andrade dated May 11, 2010 that outlines the details of the additional funding.
- The amended terms and conditions of the grant award agreement.
- The supplemental funding awarded to each county.

As a reminder, the following grants have expired and are no longer available: 1) Voting System Accessibility, 2) TEAM Compatibility, 3) Polling Place Accessibility, and 4) Opportunity for Access.

Also be reminded that certain requirements may still apply to grants that have expired. For example, property management requirements remain in effect (e.g., inventory lists for the equipment, including disposition information). Additionally, the EAC may still require the reporting of various data, such as program income. Program income is defined as gross income received from a grant-supported activity during the grant period and includes items such as fees from the use or rental of voting systems acquired with grant funds.

If you need assistance, or if you have questions, please call toll-free at 1.800.252.8683 or email elections@sos.state.tx.us—we are here to help you, to answer questions, and to make the grant process as easy as possible.

- Note - In order to submit a budget for voting equipment, the county will have to select from a list of Texas-certified voting systems. Consequently, counties are advised to submit a budget to the SOS for voting equipment ONLY if the county has determined the voting system it will be purchasing. However, this should not prevent a county from submitting a budget for other HAVA-eligible costs (e.g., travel and training costs eligible under the County Education Fund). In addition, a county may submit a partial budget and reallocate the balance as future needs arise. For example, a county may submit a budget under the County Education Fund for a certain number of training events, submit it to the SOS for approval, and then add additional line items at a later date as new training opportunities arise.

- Assuming the necessary documents have been submitted (i.e., the original grant award agreement, the required resolution, and the recent amendment), the budget is approved by the Secretary of State's Office. It is important to submit the budget as soon as the county knows what system, including the components, it will be purchasing because the county cannot request reimbursement from SOS until SOS approves the budget (see next step).

- After SOS approves the budget and the county is invoiced for goods or services received and releases payment to the vendor, the county financial officer (the county auditor or treasurer, depending on the county) has access to request reimbursement against the approved budget. Counties are encouraged to time the payment to the vendor with its reimbursement request to SOS as closely as possible to minimize any cash flow issue.

    - The county has the discretion to define release of payment as the agency obligation or encumbrance of the funds such as a purchase order or other document authorizing payment. Consequently, the county can request funding from SOS when they have "officially" obligated the funds and been billed (invoiced) for goods or services received, but that doesn't necessarily mean that county funds must have been disbursed prior to drawing down the funds from SOS.

5. If you need assistance, or if you have questions, please call Dan Glotzer or Jennifer Holliman toll-free at 1.800.252.8683 or email dglotzer@sos.state.tx.us or jholliman@sos.state.tx.us—we are here to help you, to answer questions, and to make this process as easy as possible.

Other Regulations Not Mandated by the Grant Program But Are Mandated by Statute:

1. Before a newly acquired voting system may be used, the commissioners court must first adopt it for use in county elections by resolution, order, or other official action. Tex. Elec. Code Ann. § 123.001(a) (Vernon 2003).

2. After the court has adopted the new system, it must be submitted for preclearance with the U.S. Department of Justice (DOJ) under Section 5 of the Voting Rights Act. This process entails submitting a copy of the order adopting the new system along with a cover letter that:

    a) Includes a name, title, mailing address, and telephone number of the person making the submission for any questions DOJ might have;

    b) States the reason for the change (to comply with the requirements of Section 301(a)(3)(B) of the Help America Vote Act); and,

    c) Includes a statement that the change will not affect members of any racial or linguistic minority differently from the way the general public is affected and does not have the intent and will not have the effect of diluting the voting strength of any racial or linguistic minority.

3. If you have previously submitted a voting system for preclearance, you should submit a copy of DOJ's preclearance letter or refer to their file number and date of preclearance in your cover letter.

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Hope Andrade
Secretary of State

TO: Texas County Judges

CC: County Election Officials
County Financial Officer

FROM: Hope Andrade, Texas Secretary of State

DATE: May 11, 2010

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2005 2010

	Accessibility	Gen compliance	Gen compliance	compliance total
Fannin	$60,000	$215,818	$38,059	$253,877
Fayette	$84,000	$234,978	$44,015	$278,993
Fisher	$33,000	$81,085	$15,742	$96,827
Floyd	$36,000	$93,345	$17,848	$111,193
Foard	$15,000	$45,045	$8,285	$53,330
Fort Bend	$312,000	$1,585,770	$261,866	$1,847,636
Franklin	$30,000	$88,618	$16,368	$104,986
Freestone	$48,000	$150,526	$27,394	$177,920
Frio	$33,000	$112,305	$20,050	$132,355
Gaines	$27,000	$91,558	$16,359	$107,917
Galveston	$231,000	$1,193,507	$196,562	$1,390,069
Garza	$30,000	$75,078	$14,499	$89,577
Gillespie	$48,000	$161,222	$28,870	$190,092
Glasscock	$15,000	$45,045	$8,285	$53,330
Goliad	$33,000	$86,553	$16,497	$103,050
Gonzales	$48,000	$149,633	$27,271	$176,904
Gray	$45,000	$159,025	$28,153	$187,178
Grayson	$162,000	$653,866	$112,578	$766,444
Gregg	$69,000	$463,542	$73,483	$537,025
Grimes	$63,000	$196,792	$35,848	$232,640
Guadalupe	$249,000	$752,575	$138,203	$890,778
Hale	$57,000	$215,954	$37,664	$253,618
Hall	$24,000	$63,065	$12,014	$75,079
Hamilton	$45,000	$115,106	$22,092	$137,198
Hansford	$27,000	$69,195	$13,274	$82,469
Hardeman	$18,000	$51,051	$9,528	$60,579
Hardin	$54,000	$246,571	$41,475	$288,046
Harris	$2,805,000	$15,251,818	$2,491,589	$17,743,407
Harrison	$87,000	$355,421	$61,048	$416,469
Hartley	$21,000	$59,535	$11,113	$70,648
Haskell	$33,000	$84,603	$16,228	$100,831
Hays	$105,000	$504,096	$84,047	$588,143
Hemphill	$27,000	$69,071	$13,256	$82,327
Henderson	$93,000	$407,257	$69,028	$476,285
Hidalgo	$285,000	$2,040,129	$320,835	$2,360,964
Hill	$84,000	$263,748	$47,984	$311,732
Hockley	$48,000	$160,309	$28,744	$189,053
Hood	$48,000	$221,364	$37,168	$258,532

Sorted by Last Updated	HAVA Status Report							Start Date: 1/1/2004 End Date: 5/26/2010
County	Purpose Area	Award Amount	Budget Amount	Amount Reimbursed	Amount Available	Grant Status	Approval Status	Last Updated
Hidalgo	Voting System Accessibility	$285,000.00	$285,000.00	$285,000.00	$0.00	Expired	Data Transferred	2/25/2010 11:32:52 AM
Hidalgo	Voting System Replacement	$303,260.90	$303,260.90	$303,260.90	$0.00	Expired	Data Transferred	2/25/2010 11:31:43 AM
Hidalgo	County Education Fund	$9,000.00	$8,975.09	$8,975.09	$24.91	Active	Data Transferred	12/18/2009 6:00:11 AM
Hidalgo	Polling Place Accessibility	$8,500.00	$8,500.00	$8,500.00	$0.00	Expired	Data Transferred	12/18/2009 6:00:11 AM
Hidalgo	Opportunity for Access	$3,000.00	$1,786.48	$1,688.48	$98.00	Expired	PM Approved	12/1/2009 11:53:22 AM
Hidalgo	General HAVA Compliance	$2,360,964.17	$2,040,129.17	$2,040,129.17	$320,835.00	Active	Data Transferred	8/20/2009 6:00:04 AM
Hidalgo	TEAM Compatibility	$15,000.00	$15,000.00	$15,000.00	$0.00	Expired	Data Transferred	8/16/2007 6:00:03 AM
1 Counties	**7 Grants**	**$2,984,725.07**	**$2,662,651.64**	**$2,662,553.64**	**$320,957.91**			

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The State of Texas

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The Office of
The Secretary of State

HELP AMERICA VOTE ACT GRANT AWARD AGREEMENT AS AMENDED 5/7/2010

Note: County-specific information (i.e., name and award amounts) have been omitted from the following version of the terms and conditions set forth in the grant award agreements between Texas Counties and the Office of the Secretary of State pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. 90.401) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301. This document is for reference purposes and should not be signed.

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Part A – General

SECTION 1. AUTHORITY

1.1. This agreement is made by COUNTY ("COUNTY") to the STATE OF TEXAS, OFFICE OF THE SECRETARY OF STATE ("SOS") and is authorized pursuant to Title 1, Section 101 (CFDA No. 39.011) and Title II, Section 251 (CFDA No. 90.401) of the Help America Vote Act (HAVA), Public Law 107-252, October 29, 2002; 42 U.S.C. 15301. This agreement encompasses the original grant award agreement issued on September 14, 2004 ("ORIGINAL AWARD AGREEMENT") and all subsequent grant award agreement amendments.

SECTION 2. SOURCE

2.1. The funding identified in this agreement is federal funding from (federal) fiscal year 2003, 2004, 2008, and 2009 appropriated funds with applicable state match coming from 2004/2005, 2006/2007, 2008/2009, and 2010/2011 (state) fiscal year appropriated funds:

2.1.1. Title I, Section 101 – 100% federal (see Section 6.1 of this agreement for purpose area).

2.1.2. Title II, Section 251 – 95% federal / 5% state (see Section 6.2 of this agreement for purpose areas).

SECTION 3. APPLICABILITY

3.1. The terms and conditions set forth in this agreement apply to and must be adhered to by the COUNTY referenced in Section 1 of this agreement.

SECTION 4. ADOPTIONS BY REFERENCE

4.1. Although the SOS has attempted to highlight the most relevant rules and guidelines through this agreement, the COUNTY must abide by the applicable Office of Management and Budget (OMB) Circulars and the Uniform Grant Management Standards (UGMS) adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code (see Texas Administrative Code Title 1, Part 1, Chapter 5, Subchapter A, Division 4, §§5.141 - 5.167).

4.2. UGMS incorporates the relevant OMB Circulars as outlined below:

4.2.1. Cost Principles for State and Local Governments and Other Affected Entities (Chapter II of UGMS, which incorporates OMB Circular A-87).

4.2.2. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Chapter III of UGMS, which incorporates OMB Circular A-102 and "Common Rule", Administrative Requirements, 53 FR 8087, March 11, 1988).

4.2.3. State of Texas Single Audit Circular (Chapter IV of UGMS, which incorporates OMB Circular A-133).

4.3. The OMB Circulars can be found at http://www.whitehouse.gov/omb/circulars/ and UGMS can be accessed through the Governor's Office website at http://www.governor.state.tx.us/.

SECTION 5. GRANT OFFICIALS

5.1. Authorized Official – The COUNTY judge must serve as the authorized official for the COUNTY and must be designated as such in the resolution (see Section 13.1.4 of this agreement). The authorized official has signing authority on behalf of the COUNTY and is responsible for ensuring the necessary forms are submitted through the Texas HAVA online grant system (see Section 14 of this agreement).

5.2. Election Official(s) – The COUNTY election official(s) include the executive officer(s) of the offices(s) responsible for conducting elections and maintaining the voter registration list in the COUNTY (e.g., the elections administrator or the county clerk and/or voter registrar). The

election official(s) of the COUNTY must be consulted and concur with all expenditures pursuant to this agreement (see Section 13.1.1 of this agreement).

5.3. Financial Officer – The COUNTY auditor or treasurer must serve as the financial officer for the county. The financial officer is responsible for establishing and maintaining financial records to accurately account for funds awarded to the COUNTY. These records shall include both federal funds and all matching funds of state and local organizations, when applicable. The financial officer is also responsible for requesting payments through the Texas HAVA online grant system (see Section 17 of this agreement).

SECTION 6. FUNDING PURPOSE AREAS

6.1. County Education Fund

6.1.1. These funds are to be used for reimbursement of costs incurred as a result of attending professional election training such as conferences and seminars.

6.1.2. Expenditures under this fund may be incurred by the offices(s) of the COUNTY election official(s) as defined in Section 5 of this agreement. If the election duties are split between more than one office (e.g., the county clerk and voter registrar), funding must be made available and expended in consultation and agreement between the offices.

6.2. General HAVA Compliance

6.2.1. Upgrading voting systems to comply with new federal standards.

a) Funds may be used for reimbursement of costs incurred as a result of purchasing equipment or software consistent with Section 9 of this agreement.

b) Funds may be used for reimbursement of costs for maintenance and storage of voting equipment purchased pursuant to this agreement.

6.2.2. Acquiring an accessible voting system in each polling place.

a) These funds are to be used for reimbursement of costs incurred as a result of acquiring a HAVA-compliant accessible voting system in each polling location.

b) This requirement may be met by having at least one accessible direct recording electronic voting system ("DRE") or other system equipped for individuals with disabilities at each polling place.

6.2.3. Voter education – Funds may be used for reimbursement of costs incurred as a result of educating voters on the following:

a) How to verify/review selections before casting the vote.

b) How to change or correct any error on the ballot before casting the vote.

c) How to avoid over-voting.

d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.

e) How the county's voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.

f) What constitutes the uniform definition of the voting system(s) in use in the county.

g) How to vote a provisional ballot, including written information on how the voter can ascertain whether his or her vote was counted, and if not counted, the reason given.

6.2.4. Voter education – Funds may be used for reimbursement of costs incurred as a result of producing the following information to be posted at each polling place on the day of an election:

a) A sample version of the ballot that will be used for that election.

b) Information regarding the date of the election and the hours during which polling places will be open.

c) Instructions on how to vote, including how to cast a vote and how to cast a provisional ballot.

d) Instructions for mail-in registrants and first-time voters under Section 303(b) of HAVA.

e) General information on voting rights under applicable Federal and State laws, including information on the right of an individual to cast a provisional ballot and instructions on how to contact the appropriate officials if these rights are alleged to have been violated.

f) General information on federal and state laws regarding prohibitions on acts of fraud and misrepresentation.

6.2.5. Election worker education – Funds may be used for reimbursement of costs incurred as a result of educating election workers on the following:

a) How a voter verifies/reviews selections before casting the vote.

b) How a voter changes or corrects any error on the ballot before casting the vote.

c) How a voter avoids over-voting.

d) How individuals with disabilities, including non-visual accessibility for the blind and visually impaired, can access the voting system in a manner that provides the same opportunity for privacy and independence as other voters.

e) How the county's voting system provides alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.

f) What constitutes the uniform definition of the voting system(s) in use in the county.

g) Provisional voting procedures.

6.2.6. TEAM Compatibility – Funding may be used to acquire equipment, software, supplies, and contractual services, such as Internet service provider fees, to integrate with the official list of registered voters maintained by the Secretary of State, known as the Texas Election Management System ("TEAM"). The following are the basic technical specifications:

a) Broadband connection to the Internet.

b) Baseline PC configuration for TEAM is:

PC - 512MB RAM, 40GB disk

Medium resolution monitor

Acrobat Reader 6.0 or better

Microsoft Internet Explorer 6.x web browser

Windows 2000, Windows XP Professional or more recent operating system

c) Laser printers are recommended; however, all files will be output in a PDF format so the COUNTY can configure the setup. Printer recommendation is:

Low-volume printer (A larger COUNTY might want to obtain a high-volume printer). Printers must be able to handle 8.5X11 or 8.5X14 paper size.

d) Certificates, notices and several reports will have the option to print a bar code for easier retrieval of the voter information in TEAM. The following is the bar code reader specification:

Bar code readers must be able to process the bar code font of: IDAutomationC39XS (72, 48, 36, 28, 26, 24, 22, 20, 18, 16, 14, 12, 11, 10, 9 and 8 pt available).

6.2.7. The COUNTY may use the funding to attend TEAM Training specific to voter registration or election management functionality; however, the COUNTY is encouraged to first utilize the HAVA County Education Fund that has already been awarded to the COUNTY through a separate award agreement. Expenditures under this fund may be incurred by the offices(s) of the COUNTY election official(s) as defined in Section 5 of this agreement.

6.2.8. Effective November 2, 2010 the Military Overseas Voters Empowerment (MOVE) Act Compliance requires changes to the way military an overseas voters may register and vote in federal elections in an effort facilitate the entire process for this population of voters who face unusual obstacles in voting. The COUNTY may use the funding for activities consistent with the requirements set forth in the MOVE Act pursuant to adoption of State Administrative Rules and compliance with any applicable requirements imposed by the US Election Assistance Commission ("EAC").

SECTION 7. ELIGIBLE FUNDING BY PURPOSE AREA

7.1. Each allotment of funding outlined below will have its own budget and grant period and must be accounted for separately in the Texas HAVA online grant system, as well as the COUNTY accounting records:

7.1.1. County Education Fund – Refer to Texas HAVA online grant system for amount.

7.1.2. General HAVA Compliance – Refer to Texas HAVA online grant system for amount.

SECTION 8. VOTING SYSTEM DEADLINE

8.1. Effective January 1, 2006, precincts within the requesting county cannot use a punch card or lever voting system for an election.

8.2. Effective January 1, 2006, each polling place within the requesting county must have a voting system that will be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters.

SECTION 9. VOTING MACHINE STANDARDS

9.1. The COUNTY ensures all voting systems comply with the following:

9.1.1. Permit voter to verify/review selections before casting the vote.

9.1.2. Allow voter to change or correct any error on the ballot before casting the vote.

9.1.3. Prevent or alert voter if he/she over-votes on the ballot.

9.1.4. Produce a permanent paper record with a manual audit capacity.

9.1.5. Be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for privacy and independence as other voters. (This requirement may be met by having at least one DRE or other system equipped for individuals with disabilities at each polling site.)

9.1.6. Provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965.

9.1.7. Ensure error rates (machine errors only) do not exceed the Federal Election Commission or Election Assistance Commission standards.

9.1.8. Maintain consistency with the uniform definition of what constitutes a vote for each voting system in use in the state.

9.1.9. Title 8 of the Texas Election Code.

SECTION 10. PAPER AND CENTRAL COUNT VOTING SYSTEMS

10.1. A COUNTY that uses a paper ballot voting system or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements in Section 9 of this agreement by--

10.1.1. Establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and

10.1.2. Providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).

10.2. This Section does not in any manner eliminate the requirement of Section 8.2 of this agreement, which requires that each polling place must have at least one accessible voting system effective January 1, 2006.

10.3. The voting system shall ensure that any notification required under this Section preserves the privacy of the voter and the confidentiality of the ballot.

SECTION 11. STATE VOTING SYSTEM CERTIFICATION

11.1. As a condition of funding and pursuant to Section 123.035 of the Election Code, any contract for the acquisition of voting system equipment executed on or after September 1, 2003 must be in writing and be approved by the SOS as to compliance of the voting system and voting system equipment with the applicable requirements.

11.1.1. A copy of the relevant portions of the contract containing only the identifying information that the SOS needs to determine whether the version of the system and equipment being acquired under the contract complies with the applicable requirements must be submitted to the SOS.

11.2. Pursuant to Section 11.1 of this agreement, the COUNTY may not request reimbursement unless it has received a letter from the state confirming that the voting system and voting system equipment being acquired under the contract satisfies the applicable requirements for approval.

11.3. If the COUNTY utilizes a term contract through the Texas Building and Procurement Commission, the requirements described in Section 11.1 may be satisfied by submitting a copy of the purchase order via fax or mail to the Secretary of State's Office:

Voting System Contract Verification
Elections Division
Texas Secretary of State
P.O. Box 12060
Austin, Texas 78711-2060
512-475-2811 (fax)

Part B – Pre-Award Requirements

SECTION 12. GRANT AWARD PROCESS

12.1. The grant award will be comprised of the following:

12.1.1. ORIGINAL AWARD AGREEMENT signed by the county judge and the secretary of state, which is on file with the Secretary of State.

12.1.2. The resolution described in Section 13 of this agreement, which is on file with the Secretary of State.

12.1.3. Satisfactory completion of the forms described in Section 14 of this agreement.

12.1.4. AMENDMENT 1 signed by the county judge and the secretary of state, which is on file with the Secretary of State.

12.1.5. Any electronic transactions executed through the Texas HAVA Online Grant System, including grant adjustments, grant amendments, and supplemental awards.

SECTION 13. RESOLUTION FROM THE GOVERNING BODY

13.1. The resolution from the COUNTY's governing body on file with the Secretary of State includes, at a minimum, the following:

13.1.1. _____ Commissioners Court has agreed that the expenditure of the funds in accordance with any agreement between County and the State of Texas.

DATE: June 2, 2010

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 0-1283-414-00-130-010-8-XXX

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

2010

Appropriation

AI- 21449

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1283-414-00-130-010-8-336	HAVA- General Compliance Computer Services	$320,835.00
0-1283-334-10-130-010-8-000	*HAVA- General Compliance Revenues*	*$320,835.00*
	TOTAL BUDGET INCREASE (DECREASE)	$320,835.00

REASON: To appropriate funding in the amount of $320,835.00 into HAVA- General Compliance - Computer Services to cover expected expenditures related to this grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-21430 **21.A.**

4-H Ambassadors "Keys to the Court House" Presentation

CC REGULAR

Date:	06/15/2010
Submitted By:	Janie Perales, TEXAS COOP. EXTENSION
Submitted For:	Adelita F. Munoz
Department:	TEXAS COOP. EXTENSION
Agenda Category:	Texas Cooperative Extension

Information

CAPTION

Presentation regarding 4-H Ambassadors "Keys to the Court House" Curriculum

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2010 03:01 PM	APRV
2	Erika Zamora	Erika Zamora	06/04/2010 02:45 PM	APRV
3	Auditor's Office	Linda Fong	06/11/2010 09:28 AM	APRV
4	Purchasing Department	Marty Salazar	06/11/2010 10:52 AM	APRV

Form Started By: Janie Perales Started On: 06/01/2010 02:02 PM

Final Approval Date: 06/11/2010

AI-21574 **22.A.**

Certificates of Obligation, Series 2010 A - B

CC REGULAR

Date:	06/15/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Consider and approve order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2010A; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the county's parks as authorized pursuant to chapter 320, local government code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

2. Consider and approve order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Taxable Series 2010B (Build America Bonds – Direct Payment); payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed $1000) from the surplus net revenues from the operation of the county's parks as authorized pursuant to chapter 320, local government code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

BACKGROUND

Order to be provided by Bond Counsel at meeting.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 10:39 AM	APRV
2	Perla Lopez	Perla Lopez	06/10/2010 11:33 AM	APRV
3	Auditor's Office	Linda Fong	06/11/2010 09:43 AM	APRV
4	Purchasing Department	Marty Salazar	06/11/2010 10:56 AM	APRV

Form Started By: Sergio Cruz Started On: 06/09/2010 01:48 PM

Final Approval Date: 06/11/2010

AI-21648 **22.B.**

Texas Association of Counties - Unemployment Fund

CC REGULAR

Date:	06/15/2010
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Mr. Raul Silguero, Jr.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval to pay Texas Association of Counties (TAC) in the amount of $186,453.36 to comply with the one-year reserve requirement, with authority for the County Treasurer to issue payment/check after auditing procedures are completed.

BACKGROUND

Fiscal Impact

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Damaris San Miguel	06/11/2010 05:35 PM	CREATED
1	Damaris San Miguel (Originator)	Damaris San Miguel	06/11/2010 05:46 PM	APRV
2	Budget & Management			NEW
3	Auditor's Office			
4	Purchasing Department			

Form Started By: Damaris San Miguel Started On: 06/11/2010 05:35 PM

May 26, 2010

Hidalgo County
Honorable Norma G. Garcia, CIO
2810 S US Highway 281
Edinburg, TX 78539-6243

Dear Ms. Garcia:

We have completed an operational audit of the TAC Unemployment Compensation Fund's fiscal activities for calendar year 2009. As part of this audit we have determined the one-year reserve balance required to be maintained in your organization's individual account and have enclosed a report showing this balance and the claims and payments activity within your account for the years 2005 through 2009.

In accordance with the Fund's bylaws and the interlocal agreement between the Fund and your organization, monies held in your reserve account are invested and earnings from these investments are credited against the expense of operating the Fund, including costs of processing claims. Expenses for 2009 exceeded interest income. Therefore, a prorated portion, allocated according to the number of full time employees, of this additional expense charge is reflected on the Reserve Calculation Report as a negative figure under the Other column as Operating Expense.

A deficit billing is necessary to bring your account up to the one-year reserve requirement.

Invoice Amount: $186,453.36
Due Date: 6/25/10

Texas Association of Counties
P. O. Box 200989
Houston, Texas 77216-0989

We continuously update our Unemployment Fund coordinator information listing. If you are no longer the coordinator, or if the address to which we mailed this notice is incorrect, please let us know so we can correct our data base.

If you have any questions, please feel free to call either Cynthia Brannen or me at 1-800-456-5974.

Sincerely,

James W. Jean, ARM
Director, Program Administration

Enclosures

UNEMPLOYMENT FUND

RESERVE CALCULATION

Based on Years 2005 - 2009

1080 Hidalgo County — **Beginning Balance: $193,439.43**

			Deposits	Charges	Other
1/18/05	2005	1	64,782.79		
8/24/05	2005	1		-85,201.85	
10/6/05	2005	1			20,419.06 (Deficit Payment)
4/19/05	2005	2	61,730.25		
9/30/05	2005	2		-85,838.69	
11/14/05	2005	2			24,108.44 (Deficit Payment)
7/13/05	2005	3	63,035.12		
12/20/05	2005	3		-59,433.74	
10/12/05	2005	4	74,417.71		
3/15/06	2005	4		-51,260.83	
3/16/06	2005	4			-26,277.40 (Operating Expense)
6/19/06	2005	4			97,260.49 (Deficit Payment)
					2005 balance: 291,180.77
1/17/06	2006	1	75,807.05		
6/15/06	2006	1		-54,536.30	
4/11/06	2006	2	72,415.37		
9/15/06	2006	2		-50,767.80	
6/30/06	2006	3	3,131.95		
6/30/06	2006	3	-3,131.95		
7/10/06	2006	3	106,354.40		
12/15/06	2006	3		-62,128.20	
10/6/06	2006	4	91,314.18		
3/15/07	2006	4		-59,939.97	
3/29/07	2006	4			-22,394.27 (Operating Expense)
5/11/07	2006	4			-155,320.71 (Refunded Reserve)
					2006 balance: 231,984.52
1/16/07	2007	1	107,604.08		
6/20/07	2007	1		-69,494.47	
4/12/07	2007	2	97,263.02		
9/18/07	2007	2		-54,953.52	
9/18/07	2007	2		235.00	
7/10/07	2007	3	116,167.58		
12/21/07	2007	3		-51,200.77	
10/5/07	2007	4	101,270.47		
3/25/08	2007	4		-60,652.13	
4/1/08	2007	4			-16,416.19 (Operating Expense)
5/22/08	2007	4			-160,616.90 (Refunded Reserve)
					2007 balance: 241,190.69
1/9/08	2008	1	120,162.65		
6/15/08	2008	1		-86,792.76	
4/4/08	2008	2	107,263.22		
9/19/08	2008	2		-95,460.01	

UNEMPLOYMENT FUND

RESERVE CALCULATION

Based on Years 2005 - 2009

7/9/08	2008	3	125,907.21		
12/15/08	2008	3		-97,116.29	
10/6/08	2008	4	110,706.97		
3/15/09	2008	4		-92,023.48	
4/15/09	2008	4			-30,277.55 (Operating Expense)
5/23/09	2008	4			-44,535.62 (Refunded Reserve)
					2008 balance: 259,025.03
1/12/09	2009	1	132,308.99		
7/20/09	2009	1		-82,139.89	
4/3/09	2009	2	120,952.95		
4/28/09	2009	2	1,935.66		
9/11/09	2009	2		-97,746.33	
7/9/09	2009	3	145,523.42		
12/15/09	2009	3		-109,715.79	
10/2/09	2009	4	125,608.04		
5/14/10	2009	4		-206,427.00	
5/25/10	2009	4			-56,503.79 (Operating Expense)
					2009 balance: 232,821.29

Account Balance: $232,821.29

Total claims for 5 years	$1,612,594.82
One year reserve	$419,274.65

*** * * Invoice for: $186,453.36 * * ***

AI-21645 **22.C.1.**

2010 Appropriation for Facilities Management (1336)

CC REGULAR

Date:	06/15/2010
Submitted By:	Olga Garza, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Facilities Management (1336):
Approval of 2010 appropriation of funds into C.O. 2006 Court House Bldg & Other St R&M Services in the amount of $30,000.00 and C.O. 2006 Court House Bldg & Architectural & Engineering Services in the amount of $289,360.72.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-412-00-220-010-0-XXX

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

BUDGETARY IMPACT:

Appropriation from 1336 fund balance.

Attachments

Link: BA (1336)

Form Routing/Status

Form Started By: Olga Garza Started On: 06/11/2010 05:02 PM

Final Approval Date: 06/11/2010

DATE: June 15, 2010

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Facilities Mgmt.

ACCOUNT NUMBER: 0-1336-412-00-220-010-0-XXX

Contact Person: Olga Garza **Ph#:** (956) 292-7025 ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1336-412-00-220-010-0-431	CO, 2006-Court House-BLDG & Other St R & M Services	289,360.72
0-1336-412-00-220-010-0-334	CO, 2006-Court House-BLDG & Architectural & Eng Services	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**319,360.72**

REASON: To appropriate funding in the amount of $319,360.72 into BLDG & Other St R & M Services and BLDG & Architectural & Eng Services to cover engineering services and building repairs at courthouse.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-21634 **22.C.2.**

Children's Advocacy Center d/b/a Estrella's House 2010 Funding Request

CC REGULAR

Date:	06/15/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Monica Badillo, DBM
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Children's Advocacy Center d/b/a Estrella's House (1100):
a. Discussion, consideration, and action regarding funding request from the Children's Advocacy Center, d/b/a Estrella's House.
b. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
c. Approval of 2010 appropriation of funds for the Child Advocacy Center in the amount of $50,000.00.
d. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by County Auditor.

BACKGROUND

Monies are to be unreserved by Auditor's office from acct #0-1100-250-10-000-002-0-000 "Reserved F/B-Economic Developement"

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-444-20-110-057-0-843

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $50,000.00 for the Child Advocacy Center d/b/a Estrella's House in the amount of $50,000.00.

Monies are to be unreserved from acct #0-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development by Auditor's office with a balance of $54,132.76 as of 6-11-10.

Attachments

Link: declaration

Link: Funding Request letter

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/11/2010 11:22 AM	APRV
2	Budget & Management	Angela Garcia	06/11/2010 02:46 PM	APRV
3	Manuel Chapa	Angela Garcia	06/11/2010 03:14 PM	APRV
4	Perla Lopez	Perla Lopez	06/11/2010 03:25 PM	APRV
5	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Ivan Cantu

Started On: 06/11/2010 10:59 AM

Final Approval Date: 06/11/2010

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

Declaration of Support to the
Children's Advocacy Center of Hidalgo County
by the County of Hidalgo, Texas

Whereas, the Children's Advocacy Center of Hidalgo County, d/b/a Estrella's House ("Estrella's House"), has requested that Hidalgo County (the "County") support its efforts to help abused children in the county;

Whereas, child abuse is recognized as a national significant problem and as such Estrella's House has been created in accordance with Texas Family Code Chapter 264;

Whereas, Local Government Code Section 381.004 (e) and (f) permit the Commissioners' Court of a county to support a children's advocacy center that provides services to abused children from unclaimed property monies received from the Texas Comptroller of Public Accounts as described in Local Government Code Section 381.004 (e); and

Whereas, Hidalgo County has found it is in the best interest of the County's residents to support Estrella's House by providing funds as allowed by Local Government Code Section 381.004.

Pursuant to Local Government Code Chapter 381, the Commissioners' Court of Hidalgo County, Texas (the "County") does hereby tender to Estrella's House, located at 525 W. Wisconsin, Edinburg, Texas, the amount of fifty thousand dollars ($50,000.00). The amount tendered to Estrella's House is to be used only for the furtherance of the purposes set forth below:

- To access victims of child abuse and their families to determine their needs of services relating to the investigation of child abuse.
- To provide services determined to be needed.
- To provide a facility at which a multidisciplinary team appointed under Texas Family Code Section 264.406 can meet to facilitate the efficient and appropriate disposition of child abuse through the civil and criminal justice systems.
- To coordinate the activities of governmental entities relating to child abuse investigations and delivery of services to child abuse victims and their families.

Estrella's House agrees to allow the County Auditor or his representatives the right, upon reasonable notice, to review and audit all books and records of Estrella's House.

Estrella's House, by the acceptance of this monetary support, warrants and represents that this support shall be held, administered, and used in accordance with all the terms and conditions in this instrument.

Passed and Approved on this the 15th day of June, 2010 by the Commissioners' Court of Hidalgo County, Texas.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY

_____
By: Robert Garcia
Its: Executive Director

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

_____
By: Stephen L. Crain

ENTRE ELLAS HOUSE

United Way
United Way of South Texas
Serving Hidalgo & Starr Counties

CHILDREN'S ADVOCACY CENTER OF HIDALGO & STARR COUNTY, INC.

05/14/2010

Executive Officers

Bobby Garcia, President
Tina Martin V.P.
Lorena Castillo, Treasurer
Sandra Garcia, Secretary

Hidalgo County Board Members

[illegible]

Starr County Board Members

[illegible]

Associate Board Members

[illegible]

Executive Director
[illegible]

Attn: Honorable Rene A. Ramirez
Hidalgo County Judge
100 E. Cano, Second Floor
Edinburg, TX 78539

Dear Judge:

It is that time of the year when the Children's Advocacy Center (CAC) requests funding assistance from the County Judge based on Section 381.004 (f) of the Local Government Code that reads as follows: "The commissioner's court of a county may support a children's advocacy center that provides services to abused children." As you may know, last year the commissioners' court and Judge Salinas supported the center in the amount of $45,000. It is my understanding that The Unclaimed Property Division Department recently has been averaging about $50,000 in this particular fund. I spoke with Larry Schilhabel from the Unclaimed Property Division. He told me that a letter will go out to you on/or before the first week of June detailing the amount available. They are in the process of making the determination of that amount.

The CAC's mission is to reduce the emotional trauma to child abuse victims by facilitating a multidisciplinary team approach, which supports the prevention of child abuse through community education and promotes the effective prosecution of those who perpetrate crimes against children. Last year alone, more than 1,611 new child abuse cases were reported to the Children Advocacy Center of Hidalgo County. The serious nature of this problem is of major concern because children in our community are being victimized and robbed of their childhood. We have an obligation as a community non-profit to recognize and deal with the perpetuating cycle of abuse. Studies show that abused children who get early professional assistance are more likely to succeed in dealing and coping with the abuse. With early intervention, we can help break the cycle of abuse and, more importantly, significantly increase a child's chances of becoming a healthy adult and a good parent.

However, we currently find ourselves fiscally stressed and operating with a 15% budget decrease for the first time in eight years, as we struggle through a severe and extended recession. With slow economic growth, the prospects of private donations have been decreased by 97% year-to-date. As we navigate the unfamiliar tides for our current budget and the never ending demand for child abuse services we are formally requesting funding support from **Funding Source 381.004 of the Local Government Code in the amount of $50,000.**

The requested funding will continue to put us in the forefront of providing vital services by filling needed child forensic interviews, medical, and mental health services to child abuse victims throughout Hidalgo County. It is our sincere belief that a community united together to combat child abuse can provide a possible higher quality of life and a safer place to live in for all children. We are extremely appreciative of your and the county commissioners' unwavering commitment, support in the fight against child abuse. Thank you for being a champion for Kids!

We look forward to working with you in a productive partnership so we can sow the seeds of hope in rebuilding victims' lives; helping them re-join the community; and in developing trust and confidence in the criminal justice system. Should you have any questions regarding this matter, please feel free to call me at (956) 287-9754. On behalf of the Board of Directors, we thank you for your time, your consideration, and your help in fighting the scourge of child abuse.

Thank You and God Bless,

Roberto M. Garcia, Executive Director-CACHC

DATE: June 15, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Child Advocacy Center

ACCOUNT NUMBER: 0-1100-444-20-110-057-0-843

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-444-20-110-057-0- 843	Child Advocacy Ctr-	Aid to Nongovt Agency	50,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**50,000.00**

REASON: To fund request for funding for the Children's Advocacy Center d/b/a Estrella's House. **Note: Monies are to be unreserved by Auditor's office from acct #0-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development".**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21639 **22.C.3.**

Pct. 1 R & B appropriations of funds (Drainage Improv.)

CC REGULAR

Date:	06/15/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 R&B (1201)
Approval of 2010 appropriation of funds in the amount of $151,257.70 for the Pct. 1 Drainage Improvement Project.

BACKGROUND

To fund negative balances for salaries & fringes from Jan thru April 30, 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-052-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $151,257.70 to fund salaries and fringes for the Pct. 1 Drainage Imprv. from Jan. thru April 30, 2010.

Funds available in unreserved f/b as of 6-11-10.

Attachments

Link: Pct. 1 Drainage appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/11/2010 03:18 PM	APRV
2	Budget & Management	Angela Garcia	06/11/2010 03:41 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/11/2010 04:52 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Ivan Cantu Started On: 06/11/2010 02:21 PM

Final Approval Date: 06/11/2010

DATE: June 15, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Drainage Improv.

ACCOUNT NUMBER: 0-1201-431-00-121-052-0-XXX

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

2010
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1201-431-00-121-052-0- 113	Pct. 1 Drain Imprv.-	Reg. F/T Employees	120,877.85
0-1201-431-00-121-052-0- 115	Pct. 1 Drain Imprv.-	Longevity	485.00
0-1201-431-00-121-052-0- 211	Pct. 1 Drain Imprv.-	Health Insurance	8,572.04
0-1201-431-00-121-052-0- 212	Pct. 1 Drain Imprv.-	Life Insurance	92.25
0-1201-431-00-121-052-0- 220	Pct. 1 Drain Imprv.-	FICA	9,069.98
0-1201-431-00-121-052-0- 230	Pct. 1 Drain Imprv.-	Retirement	11,553.70
0-1201-431-00-121-052-0- 250	Pct. 1 Drain Imprv.-	Unemployment	606.88
		TOTAL BUDGET INCREASE (DECREASE)	**151,257.70**

REASON: To fund salaries and fringes for the Pct. 1 Drainage Improvement Project from Jan.-April 30, 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21620 **22.C.4.**

Precinct #3 R&B (1200) Appropriation

CC REGULAR

Date:	06/15/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2010 appropriation of funds into Precinct #3 Paved Unpaved Road in the amount of $321,539.99.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-005-0-890

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

BUDGETARY IMPACT:

Appropriation from 1200 fund balance.
Refer to AI - 21567 (6/15/10 CC).

Attachments

Link: BA (1200)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	06/11/2010 01:29 PM	APRV
2	Budget & Management	Angela Garcia	06/11/2010 02:46 PM	APRV
3	Olga Garza	Olga Garza	06/11/2010 03:33 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Perla Lopez Started On: 06/10/2010 01:24 PM

Final Approval Date: 06/11/2010

DATE: June 15, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Precinct #3 R&B (1200)

AI-21620

ACCOUNT NUMBER: 0-1200-431-00-123-005-0-890

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1200-431-00-123-005-0-890	Pct 3 P/U Rd - Other	$ 321,539.99
	TOTAL BUDGET INCREASE (DECREASE)	**321,539.99**

REASON:
Appropriation of funds to transfer the Pct. #3 fund balance into an operating account to fund expected expenditures and/or projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-21607 **22.C.5.**

Precinct #3 Interfund TxDot (1315)

CC REGULAR

Date:	06/15/2010
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 County Wide (1200) to Precinct #3 TxDot Projects (1315) in the amount of $2,401.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-890

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

BUDGETARY IMPACT:

Funding is pending approval of approval of transfer (AI - 21620 6/15/10) in the amount of $321,539.99.

Attachments

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	06/11/2010 01:37 PM	APRV
2	Budget & Management	Angela Garcia	06/11/2010 02:46 PM	APRV
3	Dale Kennan	Dale Kennan	06/11/2010 04:43 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Perla Lopez Started On: 06/10/2010 11:35 AM

Final Approval Date: 06/11/2010

DATE: June 15, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

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

2010
Transfer

ACCOUNT NUMBER: **0-1200-431-00-123-005-0-890**

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- 890	**Pct. #3 P/U Rd - Other**	**(2,401.00)**
0-1200-491-01-000-315-0- 891	**Transfers Out - TxDot Projects**	**2,401.00**
0-1315-391-01-000-200-0- 000	**Transfers In - Pct. #3 R&B**	**2,401.00**
0-1315-431-00-123-031-0- 841	**TxDot - FM 1924 Ph2 - Aid to Govt Agency**	**2,401.00**
	TOTAL BUDGET INCREASE (DECREASE)	**2,401.00**

REASON: **Transfer of funds to cover expenses for legal services related to the FM 1924 Ph 2 TxDot project.**

DEPARTMENT HEAD SIGNATURE

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

AI-21640 **22.C.6.**

Precinct #3 R&B (1200) Interdepartmental Transfer

CC REGULAR

Date:	06/15/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Pct. #3 R&B (1200):
Approval of 2010 interdepartmental transfer from Precinct #3 Paved Unpaved Road to Precinct #3 M4N (Tomgill - FM 2221) in the amount of $91,384.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-890

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

BUDGETARY IMPACT:

Available funds after CC approval of transfer (AI - 21620 6/15/10 CC) is $321,866.57.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	06/11/2010 02:53 PM	APRV
2	Budget & Management	Angela Garcia	06/11/2010 03:14 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2010 04:23 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Perla Lopez Started On: 06/11/2010 02:34 PM

Final Approval Date: 06/11/2010

INTER-DEPARTMENTAL TRANSFER

DATE: June 15, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Pct. #3 R&B (1200)

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

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
0-1200-431-00-123-005-0-890	Pct. #3 P/U Rd - Other	(91,384.00)
TO:		
0-1200-431-00-123-080-0-711	Pct. #3 M4N (Tomgill - FM 2221) - ROW	91,384.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to cover expected expenses. Continue with the ROW acquisition and recording fees.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-21638 **22.C.7.**

Notes Payable (1401) Appropriation

CC REGULAR

Date:	06/15/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Notes Payable (1401):
Approval of 2010 appropriation of funds into Notes Payable in the amount of $650.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available for appropriation as of 6/11/10. Appropriation from 1401 fund balance.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	06/11/2010 02:45 PM	APRV
2	Budget & Management	Angela Garcia	06/11/2010 02:46 PM	APRV
3	Auditor's Office	Angela Garcia	06/11/2010 03:03 PM	APRV
4	Manuel Chapa	Manuel Chapa	06/11/2010 04:08 PM	APRV
5	Purchasing Department	Marty Salazar	06/11/2010 04:10 PM	APRV

Form Started By: Perla Lopez Started On: 06/11/2010 02:17 PM

Final Approval Date: 06/11/2010

DATE: June 15, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

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

AI-21638

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1401-471-00-000-000-0-862	Notes Payable - Other Debt Principal	$ 100.00
0-1401-475-00-000-000-0-865	Notes Payable - Fiscal Agent Fees	$ 550.00
	TOTAL BUDGET INCREASE (DECREASE)	**650.00**

REASON:
Appropriation of funds for fiscal agent fees and expected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-21642 **23.A.4.**

Approval of Proposals-TxMAS Awarded Vendor-Firetrol Protection Systems CC REGULAR

Date:	06/15/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of the following proposals received from Firetrol Protection Systems,Inc. through Contract TXMAS-6-03FAC020 and as recommended through Richard Sunday, Facilities Management:

a. Fire Protection-Sprinklers for Third Floors in the amount of $9,914.41;
b. Fire Alarm System for Third Floor in the amount of $15,492.00;
c. Repair and Trouble Shooting for the Third Floor in the amount of $8,110.00

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available balance of $2,114,987.71 as of 06/11/10.

Attachments

Link: Firetrol backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/11/2010 04:10 PM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 04:19 PM	APRV
3	Olga Garza	Olga Garza	06/11/2010 05:21 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Marty Salazar — Started On: 06/11/2010 03:28 PM

Final Approval Date: 06/11/2010

FIRETROL
Protection Systems

Fire Protection Quotation

TX Contractor's License #ACR-2034 Date: 6/11/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for FAL troubleshooting at Old Administration Building.

Part I: SCOPE OF WORK: Firetrol Protection Systems, Inc. will troubleshoot and attempt repair of FAL system at above location. Firetrol will provide a list of recommendations and subsequent repair/replacement costs based on our findings and this bid includes detail reports back to you regarding above as well.

Breakdown: Category 561-001 Scope FIRE ALARM

GSA Labor Rate	**"Shop/Delivery"(travel time) Standard at $75.00/ 5 hours per way-10**	**$ 750.00**
GSA Labor Rate	**"GSA Mix Rate"(troubleshoot) Standard at $115.00/32 hours x 2 technician**	**$7,360.00**

***actual time with above 'not to exceed times' will apply and lower rate charged to customer**
****additional bids will come in with parts pricing as required during troubleshooting process if repairable**

Subtotal Cost $8,110.00

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours / Actual repairs if parts are needed / Any additional requirements by the AHJ (Authority Having Jurisdiction) / Permit costs / Design fees / Service labor to repair if parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me.

ACCEPTED BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____
P.O. # _____

Best Regards.

Larry Appel
Inspection/Service Sales

FIRETROL
Protection Systems

Fire Protection Quotation

TX Contractor's License #ACR-2034 Date: 6/11/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for SPRNK/FAL work for 3rd Floor Finish-out.

Part I: SCOPE OF WORK: per your scope of work-3rd Floor Fire Sprinkler – all parts/items listed are part of TXMAS Schedule and are attached and referenced per page number, cost and quantity for your review.

Any additional labor or parts to move/relocate due to ceiling changes/ and not included in Attachment 2

Breakdown: Category 561-002 Scope FIRE SUPPRESSION

GSA Parts Rate	"BROKEN Down as Attachment #1"	$652.41
GSA Labor Rate	"Fabrication/Delivery"(travel time) Standard at $75.00/5 hours per way-10	$ 750.00
GSA Labor Rate	"GSA Mix Rate"(sprinkler) Standard at $112.00/ 76 hours	$8,512.00

Subtotal Cost $9,914.41

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours / Additional movement of sprinkler heads not listed in Attachment 2 or additional required for move/relocate / Any additional requirements by the AHJ (Authority Having Jurisdiction) / Permit costs / Design fees / Service labor to repair if parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me.

ACCEPTED BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____
P.O. # _____

Best Regards.

Larry Appel
Inspection/Service
Sales

	Description		Part Numb	List Pri	GSA Price	QTY
	#1					
EA	155 1/2 CH REC REL F1FR	FPS-	5A51524FF0	$ 11.77	$ 8.83	5
EA	SNAP-LET #925 1 1/4 * 1	FPS-	26SL001210	$ 9.24	$ 6.93	3
EA	90 ELL CI 1	FPS-	1101000010	$ 3.07	$ 2.30	8
EA	TEE CI 1	FPS-	1103000010	$ 3.96	$ 2.97	2
EA	COUP RED M/CI 1 * 1/2	FPS-	1105001005	$ 3.06	$ 2.30	5
FT	PIPE SCH 40 DOM 1	FPS-	00040DB010	$ 4.30	$ 3.23	42
FT	ALL THREAD ROD PLTD 3/8	FPS-	6027G03000	$ 0.44	$ 0.33	30
EA	CLAMP TOP BEAM #60 3/8	FPS-	6005000003	$ 5.80	$ 4.35	5
EA	RING TOLCO #200 1	FPS-	6000000010	$ 0.42	$ 0.31	8
	#2					
EA	PLUG CI 1	FPS-	1107P00010	$ 1.79	$ 1.34	6
	#3					
EA	90 ELL CI 1	FPS-	1101000010	$ 3.07	$ 2.30	20
FT	PIPE SCH 40 DOM 1	FPS-	00040DB010	$ 4.30	$ 3.23	84
EA	RING TOLCO #200 1	FPS-	6000000010	$ 0.42	$ 0.31	10
EA	CLAMP TOP BEAM #60 3/8	FPS-	6005000003	$ 5.80	$ 4.35	10
FT	ALL THREAD ROD PLTD 3/8	FPS-	6027G03000	$ 0.44	$ 0.33	30

Extension		Page #
$	44.14	98
$	20.80	72
$	18.42	33
$	5.94	34
$	11.48	39
$	135.66	30
$	9.86	123
$	21.75	113
$	2.49	113
$	8.04	50
$	46.04	33
$	271.32	30
$	3.11	113
$	43.50	113
$	9.86	123
	$652.41	

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: [ ] Search

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

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

TXMAS

FIRETROL PROTECTION SYSTEMS, INC.
Contract TXMAS-6-03FAC020

On-Line Catalog/Order Processing

FACILITIES MAINTENANCE AND MANAGEMENT

Corporate Office: FIRETROL PROTECTION SYSTEMS, INC. 3815-B JARRETT WAY, SUITE 220 AUSTIN TX 78728 USA	Delivery:	15 - 30 DAYS EXPEDITED: 2 DAYS OR OVERNIGHT (AS NEEDED BASIS)
	FOB Point:	DESTINATION
	Terms:	3% - 10 DAYS; NET 45 DAYS
Send PO to: FIRETROL PROTECTION SYSTEMS, INC. 3815-B JARRETT WAY, SUITE 220 AUSTIN TX 78728 USA Vendor ID: 18704050345	Remit To:	FIRETROL PROTECTION SYSTEMS, INC. 3815-B JARRETT WAY, SUITE 220 AUSTIN TX 78728 USA Vendor ID:
	Vendor ID:	18704050345
Invoice From: FIRETROL PROTECTION	Business	

SYSTEMS, INC.
3815-B JARRETT WAY,
SUITE 220
AUSTIN TX 78728
USA
Vendor ID:

Type: Large
DUNS #: 108396904
Effective: 7/12/2006
Expires: 4/23/2011

CONTACT: DON HONEYCUTT
Phone 512-687-0115
DHONEYCUTT@FIRETROL.NET

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 7/12/2006 through 4/23/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-06F-0063S.

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

Order Limitation:
Minimum Order: N/A
Maximum Order: $2,500,000

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

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

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

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

Keywords: alarm, CAD, central, control, drawing, emergency, extinguisher, fire, firetrol, flow, grinnell, hose, inspection, knight, maintenance, nozzle, panel, pipe, protection, pump, repair, riser, service, silent, simplex, smoke, sprinkler, standpipe, switch, systems, valve, suppression, vesda, grooved, monitoring, kitchen, heat, covers, plates, underground, water, air, fdc, sign, exit, backflow, detection, dry, wet, preaction, deluge, notification, voice, hood, hydrant, safety, life, test, pull, station, detector, inert, gas, Fike, Notifier, Simplex, Reliable, Tyco, Grinnell, Faraday, FCI, Gamewell, Viking, Bosch, Radionics, Victaulic, vic, cap, head, coupling, tee, plug, hangers, gauges, fittings

Contact Us

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

FIRETROL
Protection Systems

Fire Protection Quotation

TX Contractor's License #ACR-2034 Date: 6/11/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for SPRNK/FAL work for 3rd Floor Finish-out.

Part I: SCOPE OF WORK: per your scope of work-3rd Floor Fire Alarm All part items below are "best value, open market" items and are allowed per page 2 of 3 on the Firetrol TXMAS contract under subsection titled "Approved Products/Services"

1-"Qty 12 Strobe MC Red" System Sensor Brand Part # SR Strobe, Multi-candela, 12/24 Red $60.00 each

2-"Qty 10 Horn Strobe MC Red" System Sensor Brand Part # P2R Horn/Strobe, Multi-candela, 12/24 Red $75.00 each

3-"Qty 2 Duct Sensor Housing – 4 wire" System Sensor Part # DNR $118.00 each

4-"Qty 2 Sampling Tube 49" System Sensor Brand Part # DSTS $17.50 each

5-"Qty 2 Remote Test Station" System Sensor Brand Part # RTS451K $75.50 each

6- "Qty 3 Photo Sensor" Notifier Brand Part # FSP-851 $87.00 each

7-"Qty 3 Sensor Base" Notifier Brand Part # B710LP $15.00 each

8-"Qty 2 Manual Pull Station" Notifier Brand Part # NBG-12LX $105.50 each

9-"Qty 1 NAC Power Supply" Notifier Brand Part # FCPS24S8 $528.00 each

10-"Qty 2 Horn Strobe MC White Ceiling" System Sensor Brand Part # PC2W $75.00 each

11-"Qty 2 Strobe MC red Ceiling" System Sensor Brand part # PC2R $75.00 each

12- "Qty 2 Battery 6.2aH" Power Sonic Part # BAT1270 $60.00 each

Labor rate is based on 3.0 man hours per device plus 6.0 man hours for power supply panel (31 devices, 1 power supply)

Breakdown: Category 561-001 Scope FIRE ALARM

GSA Parts Rate	"Best Value/ Open Market" as listed above	$3,357.00
GSA Labor Rate	"Fabrication/Delivery"(travel time) Standard at $75.00/5 hours per way-10	$ 750.00
GSA Labor Rate	"GSA Mix Rate"(fire alarm) Standard at $115.00/ 99 hours	$11,385.00

Subtotal Cost $15,492.00

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours / Actual repairs if parts are needed / Any additional requirements by the AHJ (Authority Having Jurisdiction) / Permit costs / Design fees / Service labor to repair if parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me.

ACCEPTED BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____
P.O. # _____

Best Regards.

Larry Appel
Inspection/Service
Sales

FiretrolTXMASContractBestValueOpenMarketItems.txt

From: Larry Appel [lappel@firetrol.net]
Sent: Friday, June 11, 2010 11:57 AM
To: richard.sunday@co.hidalgo.tx.us
Cc: Jim Cantilli
Subject: Firetrol TXMAS Contract "Best value,Open market"

Attachments: MX-M450N_20100611_115107.pdf

Mr. Sunday -

As per our conversation, due to the massive quantity of fire alarm parts the fire alarm parts are listed as "best value, open market" and are talked about on page 2 of 3 of our Attached contract under the "Approved Products/Services Section" - We will not have this issue with sprinkler parts due to their generic nature. I hope this does not pose specific problems for us or you. The prices listed are negotiated and if your entity is able to obtaining these prices at a lower cost, our costs will be considered 'not to exceed' and you will be charged the same rate.
However, we are providing pricing based upon standard discounted pricing/off list pricing. All items re Fire Alarm will be noted as "
best value/Open market" I intend to contact the TXMAS State Purchaser next week to get a verification note/email regarding the "nature" of the brand/proprietary nature and vast quantities of these parts so as not to have them included by line item in a TXMAS or GSA contract for any company.

Larry Appel
Inspection/Service Sales
Firetrol Protection Systems
11111 Landmark 35 Dr
San Antonio, TX 78233
(210)270-8400 office
(210)270-8401 fax
(210)324-4677 mobile
www.firetrol.net
lappel@firetrol.net
TXMAS # 6-03FAC020
GSA # GS-06F-0063S

AI-21579 **23.B.1.**

Partial Rescission of AI#21458 & Approval/Professional Engineering Services Agreement-J.E. Saenz

CC REGULAR

Date:	06/15/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting partial rescission for all captions under AI #21458 approved by CC on 6-08-10 in connection with project titled: Mile 6W between SH107 & Mile 17N only so as to not have duplication of services (this project was engineered by Javier Hinojosa in 2008);

b. Approval of a professional services agreement with J.E. Saenz & Associates, Inc. for the provision of engineering services for "Hidalgo County Precinct No. 1's Project titled: Mile 17N between FM 1015 & Mile 5W/FM 88 as approved through CC 6-08-10 on AI #21458.

BACKGROUND

Have attached contract with Javier Hinojosa and copy of Purchase Orders #600064 and 600065 in connection to C-08-086-03-06.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be determined once WA's are submitted by awarded/project engineer.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

PO #600064-Amount available as of 6-11-10 $16,427.56 for Javier Hinojosa Engineering.
PO #600065-Amount available as of 6-11-10 $3,781.38 for Javier Hinojosa Engineering.

Attachments

Link: Prior Approved Agenda Item #21458

Link: Javier Hinojosa Contract and PO's Information

Link: J.E. Saenz's Service and Proposal Letter

Link: C-10-235-06-15-J.E. Saenz Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2010 04:37 PM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 09:15 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/11/2010 01:54 PM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 03:07 PM	APRV

Form Started By: Vangie Garcia Started On: 06/09/2010 02:20 PM

Final Approval Date: 06/11/2010

AI-21458 **23.B.1.**

Mile 6 W between SH107 & Mile 17 N & Mile 17 N between FM 1015 & Mile 5 W Project

CC REGULAR

Date: 06/08/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with engineering services required for Precinct #1's Mile 6 W between SH107 & Mile 17 N and Mile 17 N between FM 1015 & Mile 5 W Projects;

1st._____;2nd._____;3rd._____;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct #1's projects detailed herein.

BACKGROUND

Fiscal Impact

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

Funding to be determined once WA's are submitted by project engineer after contract(s) get(s) executed.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/04/2010 10:06 AM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 10:31 AM	APRV

3	Ivan Cantu	Ivan Cantu	06/04/2010 02:38 PM	APRV
4	Auditor's Office	Linda Fong	06/04/2010 05:14 PM	APRV

Form Started By: Nielda Cavazos Started On: 06/02/2010 12:57 PM

Final Approval Date: 06/04/2010

HIDALGO COUNTY PRECINCT NO 1

General Engineering Services
For Mile 6 W between 107 & Mile 17 North and Mile 17 North
between FM 1015 & Mile 5 West

Scoring & Evaluation GRID

Engineering Services

Total Scores	JE Seanz & Associates	R.E. Garcia & Associates	Javier Hinojosa Engineering
Scores	100	95	95
	98	95	95
RANKING	99	95	95

*SCORING & EVALUATION COMPLETED BY PCT NO 1

There is a tie for second

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
C-08-086-03-06

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Javier Hinojosa Engineering**, Professional Engineers of McAllen, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Engineering Services for the, **"Design Construction of Paving Improvements** for: **(A) Mile 3½ West (Mile 5 North to City Limits-1.5 Miles)** and **(B) Mile 6 West (Mile 17 South To S.H. 107-0.5 Mile)"** for **Hidalgo County Precinct No. 1**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site civil engineering plans as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2008.

ENGINEER:

JAVIER HINOJOSA ENGINEERING

BY: _____
Javier Hinojosa, P.E.
President

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

_____
By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

Purchase Order

COUNTY OF HIDALGO

PO#: 600064

DATE: 03/07/08

VENDOR: 215791 REQ:00128291

Email: BUYER:

Phone: SHIP TO: HIDALGO CO. PCT 1

JAVIER HINOJOSA ENGINEERING 1902 Joe Stephens Ave

416 EAST DOVE AVENUE WESLACO TX 78596

MCALLEN TX 78504

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 1

Special Instructions: Contract No:

R59

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		
		C-08-086-03-06 EXP UPON COMPLETION MILE 3 1/2 WEST BTWN MILE 5 N TO CITY LIMITS		
1	EACH	DESIGN CONSTRUCTION OF PAVING IMPROVEMENT MILE 3 1/2 WEST MILE 5 TO CITY LIMITS	65,710.25	65,710.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		65,710.25
		********** For Hidalgo County use only		
		0-1336-431-00-121-041-0-731 65,710.25		
		Approved		

Authorized by: Martha L. Salazar

Purchase Order Inquiry - FUINQ01A 11/24/2009 10:00 am

PO Number 600064
PO Date 03-07-2008
Requisition No 00128291
Owner RELIZONDO
PO Type

Vendor No 215791
Vendor Name JAVIER HINOJOSA ENGINEERING
Address 416 EAST DOVE AVENUE
MCALLEN, TX 78504

PO Total **65,710.25**
Payment Total **49,282.69**

Detail | Header | Payment Info | Journals

Ship Location Number 121 HIDALGO CC
Order Location Number 121 HIDALGO CC
Requested By ROBERT
Requested By Phone (956)968-8733
Buyer Code

Contract No C-08-086-03-06
Date Cancel
Date Needed

Freight Cost .00
Freight Percent
Discount Percent

Special Inst Internal ALL INSURANCES ARE INCOMPLINACE ATTACHED TO CONTRACT
Po Special Inst R59
Special Inst Top C-08-086-03-06 EXP UPON COMPLETION MILE 3 1/2 WEST BTWN MILE 5 N
Special Inst Bottom
Special Inst Code Top DN Special Inst Code Bottom RH

Purchase Order Inquiry - FUINQ01A 11/24/2009 10:00 am

PO Number 600064
PO Date 03-07-2008
Requisition No 00128291
Owner RELIZONDO
PO Type

Vendor No 215791
Vendor Name JAVIER HINOJOSA ENGINEERING
Address 416 EAST DOVE AVENUE
MCALLEN, TX 78504

PO Total **65,710.25**
Payment Total **49,282.69**

Detail | Header | Payment Info | Journals

Date	Account No	Description	Type	Batch Yr	Batch No	Batch Period	Amount
02-12-10	0-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	12	0	1995	01	16,427.56
02-12-10	9-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	15	9	1994	13	16,427.56-
02-07-09	8-1336-431-00-121-041-0-731	C.O.,2006-PCT.1-ROADS	15	8	5717	13	16,427.56-
02-07-09	9-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	12	9	5718	01	16,427.56
05-06-08	8-1336-431-00-121-041-0-731	C.O.,2006-PCT.1-ROADS	17	8	1712	05	9,256.54-
04-07-08	8-1336-431-00-121-041-0-731	C.O.,2006-PCT.1-ROADS	17	8	1331	04	23,598.59-
04-01-08	8-1336-431-00-121-041-0-731	C.O.,2006-PCT.1-ROADS	17	8	1231	04	16,427.56-
03-07-08	8-1336-431-00-121-041-0-731	C.O.,2006-PCT.1-ROADS	12	8	1025	03	65,710.25

Purchase Order

COUNTY OF HIDALGO

PO#: 600065

DATE: 03/07/08

VENDOR: 215791 REQ:00128295

Email: BUYER:

Phone: SHIP TO: HIDALGO CO. PCT 1

JAVIER HINOJOSA ENGINEERING 1902 Joe Stephens Ave

416 EAST DOVE AVENUE WESLACO TX 78596

MCALLEN TX 78504

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 1

Special Instructions: Contract No:

R60

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		
		C-08-086-03-06 EXP COMPLETION MILE 6 W BTWM MILE 17 S TO SH 107-0.5 MILE		
1	EACH	DESIGN CONSTRUCTION OF PAVING IMPOVEMENT MILE 6 W -MILE 17 S TO S.H. 107	15,125.55	15,125.55
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		15,125.55
		********** For Hidalgo County use only		
		0-1336-431-00-121-041-0-731 15,125.55		
		Approved ----------		

Authorized by: Martha L. Salazar

ry - FUINQ01A 11/24/2009 10:00 am

Vendor No 215791
Vendor Name JAVIER HINOJOSA ENGINEERING
Address 416 EAST DOVE AVENUE
MCALLEN, TX 78504

PO Total **15,125.55**
Payment Total **11,344.17**

Payment Info | Journals

ır	Trans	Payment Amount	Amount Liq	Quantity	Check Date	Check No	Vendor No
	3	2,268.84	2,268.84	.00	05-06-2008	0400011567	215791
	3	5,293.94	5,293.94	.00	04-07-2008	0400011510	215791
	29	3,781.39	3,781.39	.00	04-01-2008	0400011504	215791

MCALLEN, TX 78504

Payment Info | Journals

y d	Canceled	Description	Unit Price	Amount
		DESIGN CONSTRUCTION OF PAVING □IMPOVEMENT□MILE 6 W -MI	15,125.550	15,125.55
			Total	**15,125.55**

	Description	Amount	Amount Liq
1	CO,2006-PCT1-ROADS	15,125.55	11,344.17

Vendor No 215791
Vendor Name JAVIER HINOJOSA ENGINEERING
Address 416 EAST DOVE AVENUE
MCALLEN, TX 78504

PO Total **15,125.55**
Payment Total **11,344.17**

Payment Info | Journals

	Description	Type	Yr	Batch No	Period	Amount
121-041-0-731	CO,2006-PCT1-ROADS	12	0	1995	01	3,781.38
121-041-0-731	CO,2006-PCT1-ROADS	15	9	1994	13	3,781.38-
121-041-0-731	C.O.,2006-PCT.1-ROADS	15	8	5717	13	3,781.38-
121-041-0-731	CO,2006-PCT1-ROADS	12	9	5718	01	3,781.38
121-041-0-731	C.O.,2006-PCT.1-ROADS	17	8	1712	05	2,268.84-
121-041-0-731	C.O.,2006-PCT.1-ROADS	17	8	1331	04	5,293.94-
121-041-0-731	C.O.,2006-PCT.1-ROADS	17	8	1231	04	3,781.39-
121-041-0-731	C.O.,2006-PCT.1-ROADS	12	8	1025	03	15,125.55

Hidalgo County Precinct #1
Mile 17 Road Widening

June 2010

Eng 10.018

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

June 10, 2010

Commissioner A.C. Cuellar Jr.
County of Hidalgo, Precinct #1
1902 Joe Stephens Ave.
Weslaco, Tx 78596

Re: Mile 17 Road Widening (*FM 88 to FM 1015*)
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Cuellar,

It is our pleasure to submit to Hidalgo County Precinct #1, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on Mile 17 has led us to the understanding that there are approximately 12 parcels for right-of-way acquisition. Based on this information the following are our basic fees for right-of-way acquisition and engineering services $42,000.00 and $274,420.00 respectively for the parcels and design of Mile 17. RPR services including project management during construction is an optional but recommended service. This would ensure daily construction oversight and compliance. Our fee for daily site observations during site civil construction is estimated to be $137,210.28.

We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1. We will be conducting services for the 12 parcels as follows:

- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

We will then proceed with construction plans of the widening of Mile 17. The plans will be created for a total reconstruction profile, meeting all criteria requirements set forth by the County. We will be performing services for the new streets as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimate
- Construction Cut Sheets
- Close Out Documentation
- As-Built Plans

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
Principal

JES/fq

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-235-06-15

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **J. E. Saenz & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "Mile 17N between FM 1015 & Mile 5W" for **Hidalgo County Precinct Number** 1 hereinafter referred to as the **(Project)**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, Owner has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. **Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. **Character and Extent of Services.** This Agreement will provide for the

development of the **Project** with the following:

2.1 **Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**– Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 **Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 **Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**" in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement exchange for such services.

2.4 **Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 **Term.** Agreement shall commence upon approval of this agreement for a term of one (1) year, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 **Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner**

pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer=s** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner=s** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give

consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic

review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Services.* For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"**-*Fee Breakdown*, attached hereto and made a part of this Agreement. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner.**

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. **Method of Payment.**

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment.** On or before

noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 **Final Payment.** After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (a**Final Payment**@) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 **Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. **Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work***

Authorization Form, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall

serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. **Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that

such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership and Release of Documents.**

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise

drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer=s** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. **Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to

such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Sub-Contracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The

Engineer hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. **Confidential Information, Inventions and Other Restrictions.**

16.1 **Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 **Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require

the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be

made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 **Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable

governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be

suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. **Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 **Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 **Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work

required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively ALiabilities@) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or

omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars ($250,000) each person for bodily

injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Certificate of Insurance.*** The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. **Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. **Non-Collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid

or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. **Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	ENGINEER:
Hidalgo County	J. E. Saenz & Associates, Inc.
100 E. Cano, 2nd, Floor	211 East Wisconsin Road
Edinburg, Texas 78539	Edinburg, Texas 78539

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. **Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete

authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2010.

ENGINEER:
J. E. SAENZ & ASSOCIATES, INC.

BY:_____
Jose E. "Eddie" Saenz, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on June 15, 2010.

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

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer=s Rates
EXHIBIT D-1	-Fee Breakdown
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications(RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Professional Engineering Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ NO: 2010-011-01-13-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional E ngineering Services"
RFQ NO: 2010-011-01-13-MSS

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   (Page 8 must be submitted with response)
3. Exhibit "A", Requireme nts, consisting of 11 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   (Must be submitted with response)
6. Exhibit "D", Conflict of Interest Question naire (CIQ), consisting of 1 page.
   (Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   (Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   (Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   (Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    (Must be submitted with response)
11. Attachment "A" Documentation Requi red on Building & Road & Bridge Construction Project, consisting of 1 pages.
12. Attachment "B" Professional Services Procurement Form, consisting of 1 p age.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

12/21/09
Date

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

RFQ NO: 2010-011-01-13-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 13, 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

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services -Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2010-011-01-13-MSS-PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 13, 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: 2010-011-01-13-MSS—PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY.

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

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

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

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

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

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

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

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

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

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

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

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

14. BILLING AND PAYMENT INSTRUCTIONS:

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

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 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
Professional Engineering Services -Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2010-011-01-13-MSS

JANUARY 13, 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 for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

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

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting February 09, 2010 and ending on February 09, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES-Hidalgo County** (including all funding sources, Programs, and Entities)**-Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-011-01-13-MSS

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

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Monday, January 4, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period starting February 9, 2010 and ending on February 9, 2011, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.
What does your firm specialize in?
Minimum experience:
Years?
Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal

2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The proposal shall include the following:

   * demonstrate an understanding of the scope of services

* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2010-011-01-13-MSS

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. **STAFFING OF PROJECT TEAM** (20)		
a) Information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract.	10	_____
b) Professional team members experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ).	5	_____
c) Similar experience gained through other clients substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.	5	_____

Comments/Rationale For Points: _____

2. **EXPERIENCE OF PROJECT TEAM / ABILITY TO COMMIT RESOURCES** (25)		
a) The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County.	10	_____
b) The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.	5	_____
c) Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.	10	_____

Comments/Rationale For Points: _____

3. **METHODOLOGY** (15)		
a) The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project	15	_____

Comments/Rationale For Points: _____

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS** (30)		
a) Demonstrate an understanding of the scope of services	10	_____
b) Address appropriate Federal/State/Local regulations and policies	15	_____
c) Identify information to be gathered or obtained	5	_____

Comments/Rationale For Points: _____

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATION** (10)		
a) The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).	10	_____

Comments/Rationale For Points: _____

Total _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____
State of Incorporation: _____ Date:_____ Other: _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: 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.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 1

Mile 17 Road Widening

Scope of Services

This project consists of obtaining all necessary documentation and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1 as well as construction plans for the Mile 17 Road Widening.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
    a. Property Owner Investigation
    b. Title Research
    c. Boundary Survey
    d. Property Map
    e. Right-of-Way Map
    f. Aerial Map
    g. Metes and Boundary Description
    h. Set Parcel Lot Corners

2. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans and profiles for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineers Agreement Rates

J.E. Saenz & Associates, Inc.
Hourly Rates (2009)

Principal	$175.00
Registered Professional Land Surveyor	$150.00
Professional Engineer III	$145.00
Professional Engineer II	$135.00
Professional Engineer I	$125.00
Certified Planner AICP	$100.00
Assistant Planner	$ 75.00
Engineer Assistant III	$ 95.00
Engineer Assistant II	$ 85.00
Engineer Assistant I	$ 75.00
GIS Analyst III	$ 75.00
GIS Analyst II	$ 65.00
GIS Analyst I	$ 55.00
Construction Superintendent	$ 85.00
Right-of-Way Agent	$ 80.00
Technician III	$ 65.00
Technician II	$ 60.00
Technician I	$ 55.00
Survey Coordinator	$ 70.00
Resident Project Representative	$ 70.00
Secretary/Clerical/Support Staff	$ 45.00
Runner Services (including mileage within metro area)	$ 25.00
GPS Crew	$125.00
4-Man Survey Crew	$ 95.00
3-Man Survey Crew	$ 85.00
2-Man Survey Crew	$ 75.00

EXPENSES

Direct Expenses	Actual Cost x 1.10
Large Format Copies/Printer	
Scan to File	$0.25/Sq. Ft.
Bond Paper	$0.50/Sq. Ft.
Mylar 24"x 36"	$2.25/Sq. Ft.
Plotter 750	
Mylar 24"x 36"	$2.50/Sq. Ft.
Roll Stock	$0.25/Sq. Ft.
Fax	$1.00/Page
Photocopies	$0.10/Page
Mileage	$0.40/Mile

EXHIBIT D-1

-Fee Breakdown

J.E. Saenz & Associates, Inc.

6/8/2010

Project Name:Mile 17 (Ciro Casares) From FM 88 to Mile 4

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

PHASE I

5,300 L.F. OF ROAD WIDENING W/ CURB & GUTTER

PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	53	STA	$450.00	$23,850.00
2	3" HMAC PAVEMENT, TYPE "D"	20,069	S.Y.	$11.00	$220,759.00
3	8" FL BS COMPACT 95% DENSITY	22,479	S.Y.	$7.50	$168,592.50
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	22,479	S.Y.	$6.00	$134,874.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	4,014	GAL	$4.50	$18,062.10
6	REMOVAL INLET STRUCTURE	20	E.A.	$450.00	$9,000.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	3,000	L.F.	$30.00	$90,000.00
8	6' CONCRETE VALLEY GUTTER	955	L.F.	$21.00	$20,055.00
9	5' CONCRETE SIDEWALK	2,900	S.Y.	$30.00	$87,000.00
10	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	10,430	L.F.	$8.00	$83,440.00
11	ADA RAMPS	23	E.A.	$900.00	$20,700.00
12	TYPE "F" INLETS	28	E.A.	$3,000.00	$84,000.00
13	DRVWYS (CONC PAV)	750	S.Y.	$28.00	$21,000.00
14	STRIPING & SIGNING	1	L.S.	$10,000.00	$10,000.00
15	DITCH CLEARING (500' EACH SIDE)	1	L.S.	$2,500.00	$2,500.00
16	REMOVAL CONCRETE SIDEWALK	1,600	S.Y.	$9.00	$14,400.00
17	RELOCATION OF TRAFFICE SIGNALS	1	L.S.	$40,000.00	$40,000.00
18	MOBILIZATION/ DEMOBILIZATION	1	L.S.	$10,000.00	$10,000.00
19	EROSION CONTROL	1	L.S.	$5,000.00	$5,000.00
20	TRAFFIC CONTROL	1	L.S.	$6,000.00	$6,000.00
				SUB TOTAL:	**$1,069,232.60**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$1,069,232.60
2) 10 % CONTINGENCY	$106,923.26
3) RPR SERVICES	$58,807.79
TOTAL:	**$1,234,963.65**

J.E. Saenz & Associates, Inc.

6/8/2010

Project Name:Mile 17 (Ciro Casares) FromMile 4 to FM 1015

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

PHASE II

5,400 L.F. OF ROAD WIDENING W/ CURB & GUTTER

PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	54	STA	$450.00	$24,300.00
2	3" HMAC PAVEMENT, TYPE "D"	33,521	S.Y.	$11.00	$368,731.00
3	8" FL BS COMPACT 95% DENSITY	36,950	S.Y.	$7.50	$277,125.00
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	36,950	S.Y.	$6.00	$221,700.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	6,704	GAL	$4.50	$30,168.90
6	TYPE "F" INLETS	20	E.A.	$3,000.00	$60,000.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	5,900	L.F.	$30.00	$177,000.00
8	6' CONCRETE VALLEY GUTTER	475	L.F.	$21.00	$9,975.00
9	DRVWYS (CONC PAV)	850	S.Y.	$28.00	$23,800.00
10	5' CONCRETE SIDEWALK	3,000	S.Y.	$30.00	$90,000.00
11	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	10,800	L.F.	$8.00	$86,400.00
12	ADA RAMPS	10	E.A.	$900.00	$9,000.00
13	CULVERT EXTENSION	46	L.F.	$300.00	$13,800.00
14	STRIPING & SIGNING	1	L.S.	$10,000.00	$10,000.00
15	DITCH CLEARING (500' EACH SIDE)	1	L.S.	$2,500.00	$2,500.00
16	MOBILIZATION/ DEMOBILIZATION	1	L.S.	$10,000.00	$10,000.00
17	EROSION CONTROL	1	L.S.	$5,000.00	$5,000.00
18	TRAFFIC CONTROL	1	L.S.	$6,000.00	$6,000.00
				SUB TOTAL:	**$1,425,499.90**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$1,425,499.90
2) 10 % CONTINGENCY	$142,549.99
3) RPR SERVICES	$78,402.49
TOTAL:	**$1,646,452.38**

J.E. Saenz & Associates, Inc.

6/10/2010

Project Name: Mile 17 Road Widening

Project Number: Eng. 10.018

STATEMENT OF PROBABLE COST

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	ROW MAPPING (12 Parcels)	12	E.A.	$3,500.00	$42,000.00
				SUB TOTAL:	**$42,000.00**

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) ROW MAPPING SERVICES $42,000.00

TOTAL: $ 42,000.00

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on _____,2010 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: _____

AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:	THE OWNER:
(Firms Name)	HIDALGO COUNTY
_____	_____
By: (Name of Engineer)	By: Rene A. Ramirez, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ 2010 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2010.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

Client#: 12078 JESAENZ1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

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
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Lloyds	38253
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Lexington Insurance Company	19437
INSURER D: Hartford Underwriters Ins Co	30104
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	
A		GENERAL LIABILITY	65SBAPZ5144	02/23/10	02/23/11	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$2,000,000
D		AUTOMOBILE LIABILITY	65UECTW9306	02/23/10	02/23/11	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] HIRED AUTOS					
		[X] 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 $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Q001102416	05/27/10	05/27/11	[ ] 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
C		OTHER Professional Liability	084196665	06/15/09	06/15/10	$1,000,000 Each Claim $2,000,000 Aggregate $50,000 Ded Each Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
New Administration Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-21537 **23.C.1.**

Bids/Award: "Drainage Improvements to Prairie View Sub. Phase I 36" Dry Bore Method Pct. #3"

CC REGULAR

Date:	06/15/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Presentation of bids received with recommendation from project engineer, Javier Hinojosa for the purposes of award to Valley Boring Service, LLC (low bidder meeting all specifications attached hereto) with a base bid of $92,560.00 for "Drainage Improvements to Prairie View Subdivision Phase I - 36" Dry Bore Method under H.C.I.D. No. 6 Canal" and as concurred by Commissioner Joe M. Flores, Hidalgo County Pct. #3-Project #2010-185-06-02-OGG.

BACKGROUND

Project has fulfilled procurement process and bid opening was held on June 02, 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-073-0-733

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

BUDGETARY IMPACT:

Available funds as of 6/10/10 is $163,096.38.

Attachments

Link: 10-185

Link: Pct #3 Bid Tab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2010 11:18 AM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 07:59 AM	APRV
3	Perla Lopez	Perla Lopez	06/10/2010 10:57 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 10:48 AM	APRV
5	Joy Hsu	Joy Hsu	06/11/2010 02:48 PM	APRV

Form Started By: Oscar Garza Started On: 06/07/2010 10:39 AM

Final Approval Date: 06/11/2010

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

June 3, 2010

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Prairie View Subd., Phase I Drainage Improvements
36" Bore under H.C.I.D. No. 6 Canal
Bid No. 2010-185-06-02-OGG

Dear Commissioner Flores,

Bids were received and opened for the Prairie View Subdivision Phase I Drainage Improvements consisting of a 36" Bore with steel casing under the Hidalgo County Irrigation District No. 6 Canal on June 2, 2010. A total of two bids were received with Valley Boring Service, LLC being the low bidder with a total base bid of $92,560.00. Attached is a copy of the bid tabulation for your review. Valley Boring Service, LLC is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Valley Boring Service, LLC in the amount of $92,560.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Oscar Garza, Hidalgo County Purchasing Department, Procurement Specialist

Bid Tabulation Sheet
Hidalgo County Precinct No. 3
"Drainage Improvement to Prairie View Subdivision Phase I
Dry Bore Method To Abram Canal Crossing"
Bid # 2010-185-06-02-OGG
Bid Date: June 2, 2010 @ 9:30 a.m.
Engineer: Javier Hinojosa Engineering

Bidder	Total Base Bid	Bid Bond Provided
1. Valley Boring Service, LLC	$92,560.00	Yes
2. IOC Company, LLC	$97,400.00	Yes

Bid Tabulation Sheet
Hidalgo County Precinct No. 3
Drainage Improvement To Prairie View Subdivision Phase I
Dry Bore Method To Abram Canal Crossing
Bid Date: June 2, 2010 @ 9:30 a.m.

	QUANTITIES		Valley Boring Service, LLC		IOC Company, Inc.	
A. Drainage Improvements						
1. 36" Bore with Steel Casing	120	LF	$640.00	$76,800.00	$670.00	$80,400.00
2. Trench Protection	120	LF	$23.00	$2,760.00	$25.00	$3,000.00
3. Traffic Control	Lump Sum		$3,000.00	$3,000.00	$4,000.00	$4,000.00
4. Hidalgo County Irrigation District No. 6 Permit Fee	Stated Amount		$10,000.00	$10,000.00	$10,000.00	$10,000.00
Total Base Bid:				**$92,560.00**		**$97,400.00**

Bid Tabulation Sheet
Hidalgo County Precinct No. 3
"Drainage Improvement to Prairie View Subdivision Phase I
Dry Bore Method To Abram Canal Crossing"
Bid # 2010-185-06-02-OGG
Bid Date: June 2, 2010 @ 9:30 a.m.
Engineer: Javier Hinojosa Engineering

Bidder	Total Base Bid	Bid Bond Provided
1. Valley Boring Service, LLC	$92,560.00	Yes
2. IOC Company, LLC	$97,400.00	Yes

AI-21593 **23.C.2.**

Requesting approval of WA#1 for Javier Hinojosa
CC REGULAR

Date:	06/15/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $85,102.50) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Drainage Improvements for Bentsen Palm Drive the County's Drainage Ditch (Mission Lateral)-North approximately 7600 linear feet to Lobo Drive" within Hidalgo County Pct. No. 3 through Contract #C-10-200-05-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-084-0-733

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

BUDGETARY IMPACT:

Available funds after CC approval (AI - 21586 6/15/10) is $485,000.00.

Attachments

Link: WA#1

Link: Exhibit D

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2010 10:09 AM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 10:12 AM	APRV
3	Perla Lopez	Perla Lopez	06/10/2010 04:20 PM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 10:59 AM	APRV
5	Dina Trevino	Erika Zamora	06/11/2010 12:52 PM	APRV

Form Started By: Rocio Villarreal Started On: 06/09/2010 04:48 PM

Final Approval Date: 06/11/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-10-200-05-25
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the drainage improvements for Bentsen Palm Drive from the County's Drainage Ditch (Mission Lateral) north approximately 7,600 linear feet to Lobo Drive.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$85,102.50**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No 0-1539-431-00-123---0-133
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.**3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.**3**:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2010.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

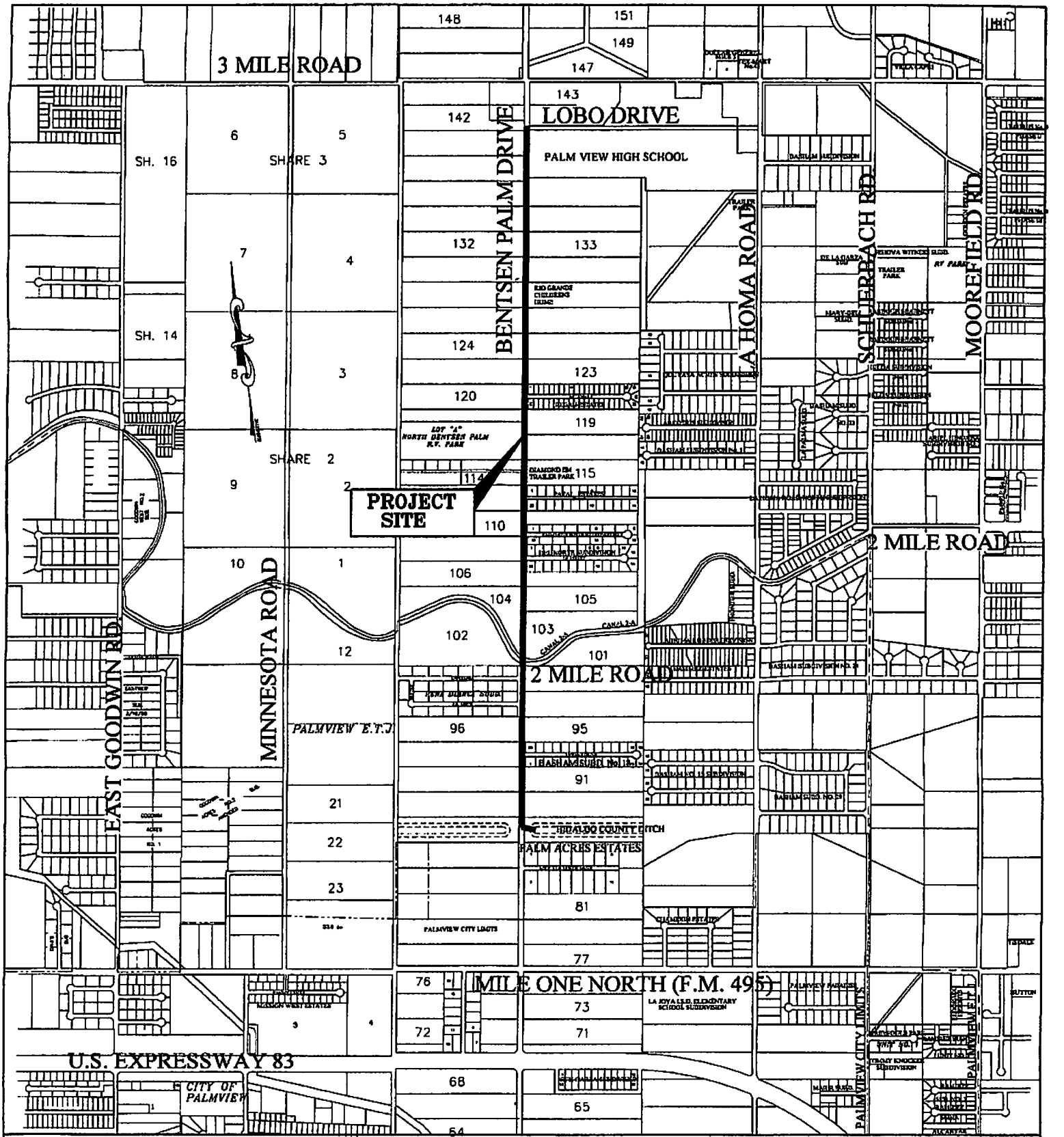
_____
By: Rene Ramirez, County Judge or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal



BENTSEN PALM DRIVE
DRAINAGE OUTFALL IMPROVEMENTS

HIDALGO COUNTY PRECINCT 3

EXHIBIT "D"
Preliminary Cost Estimate
Bentsen Palm Drive Drainage Outfall
Prepared By: Javier Hinojosa Engineering
June 9, 2010

Bentsen Palm Drive Drainage Outfall

1. 18" RCP	800	LF	@	$30.00	=	$24,000.00
2. 24" RCP	125	LF	@	$38.00	=	$4,750.00
3. 36" RC Pipe	3,400	LF	@	$55.00	=	$187,000.00
4. 42" RCP	4,250	LF	@	$70.00	=	$297,500.00
5. Trench Protection	8,575	LF	@	$2.00	=	$17,150.00
6. Grate Inlet	26	EA	@	$4,000.00	=	$104,000.00
7. 7' Dia. Manhole	16	EA	@	$5,000.00	=	$80,000.00
8. Down Drain	1	EA	@	$3,500.00	=	$3,500.00
9. Driveway Repair (Caliche)	17	EA	@	$300.00	=	$5,100.00
10. Driveway Repair (Asphalt)	10	EA	@	$500.00	=	$5,000.00
11. Driveway Repair (Concrete)	3	EA	@	$1,000.00	=	$3,000.00
12. Patch Pavement	700	LF	@	$35.00	=	$24,500.00
13. Utility Adjustments	Stated Amount		@	$35,000.00	=	$35,000.00
14. Traffic Control	Lump Sum		@	$20,000.00	=	$20,000.00
15.			@		=	

Subtotal	:	**$810,500.00**
Engineering Design Fee	:	**$85,102.50**
Laboratory Testing	:	**$17,000.00**
Contingency (10%)	:	**$81,050.00**
Total	:	**$993,652.50**

Estimate
50% Cost for Permit

AI-21582 **23.C.3.**

Vacating-Leased Property & Removal-Assets/Improvements/Pct. #3 Inventory
CC REGULAR

Date:	06/15/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Action on surrendering and vacating property occupied under an Interlocal Cooperation Agreement between Hidalgo County and United Irrigation District used as a County/Pct. #3 Citizen Collection Site located on Mile 7 & Trosper Road with option to leave improvements (i.e. fencing & other improvements due to age and condition) pursuant to Article 3.2 of agreement;

b. Approval to remove fencing and other improvements capitalized (see supporting documentation attached) for Citizen Collection Site located on Mile 7 & Trosper Road and remove from Pct. #3's Fixed Asset Inventory.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact is the reduction of the fixed asset inventory for Pct. #3 in an amount ranging from a minumum of $8,460.40 to a maximum of $9,558.43.

Attachments

Link: interlocal

Link: Back Up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/10/2010 03:22 PM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 09:16 AM	APRV
3	Perla Lopez	Perla Lopez	06/11/2010 11:09 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 11:18 AM	APRV

Form Started By: Marty Salazar — Started On: 06/09/2010 03:13 PM

Final Approval Date: 06/11/2010

THE STATE OF TEXAS)
)
COUNTY OF HIDALGO)

INTERLOCAL COOPERATION AGREEMENT BETWEEN UNITED IRRIGATION DISTRICT AND THE COUNTY OF HIDALGO

THIS agreement (the "Agreement" or "Lease") is made on this 01st day of JULY, 2003, by and between **UNITED IRRIGATION DISTRICT**, a political subdivision of the State of Texas, hereinafter referred to as "Lessor," and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "Lessee," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain property in Hidalgo County; and

WHEREAS, Lessee desires to lease such property for the purpose of constructing and operating a citizen collection station (the "Citizen Collection Station") thereon and Lessor desires to lease the property to Lessee for such purpose; and

WHEREAS, Lessor and Lessee are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto (the "Premises").

ARTICLE 1. TERM

1.1 **Term of Lease.** Except as otherwise herein provided, the term of this Lease shall be for one (1) year commencing on July 01, 2003 ("Commencement Date") and ending on the earlier of the date specified by Lessee on not less than thirty (30) days prior written notice to Lessor or July 01, 2004; provided that, if not previously terminated by Lessee, the term shall automatically be extended for two successive renewal terms of one year each, unless Lessor notifies Lessee in writing no less than 60 days prior to the end of the then current term that the Lease shall terminate at the end of the term. If Lessee holds over and continues in possession of the Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease.

1.2 **Lessor's Warranty of Quiet Enjoyment.** Lessor covenants and agrees that Lessee on paying the rent herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor.

ARTICLE 2. RENT

2.1 **Base Rent.** Lessee agrees to pay to Lessor, during the term hereof, a monthly rental of $\$$ 1.00 per month.

2.2 **Time and Manner of Payment.** All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at United Irrigation or other such other location as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

ARTICLE 3. USE OF PREMISES

3.1 **Permitted Use.** Lessee may use the premises for a Citizen Collection Station.

3.2. **Improvements and Alterations.** Lessee shall have the right to construct, install, maintain and operate the Citizen Collections Station on the Premises. All alterations, additions, or improvements made by Lessee not removed by Lessee prior to the surrender of the Premises to Lessor shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

3.3 **Lessor's Water Delivery System.** Lessee shall permit Lessor access to the premises for the purpose of Lessor operating and maintaining its water delivery system. The installation, operation and maintenance of the Citizen's Collection Station shall be done in a manner so as to not unreasonably disrupt Lessor's operation and maintenance of its water delivery system.

ARTICLE 4. INDEMNIFICATION

To the extent authorized by law, Lessee agrees to hold harmless, indemnify and defend Lessor against all claims, demands, judgments, losses, costs and expenses, including reasonable attorney's fees, for injury to or death of any person and for loss or damage to the property of any person in any manner arising from or growing out of the use of the Premises for the purposes of this Lease, or out of the presence on or about the Premises in connection with this Lease of Lessee, its agents or

employees, invitees or licensees, or of any contractor performing any work on behalf of Lessee, or the agents or employees of such contractor. Lessee shall be entitled to avail itself of all claims of governmental immunity afforded Lessee or Lessor under Texas law.

ARTICLE 5. MISCELLANEOUS

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

If to Lessor: United Irrigation District
Attention: Manager
P.O. Box 867
Mission, Texas 78573

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

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

5.2 **Parties Bound.** This Agreement shall be binding upon, and inure to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

5.3 **Texas Law.** This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

5.4 **Entire Agreement.** This Lease constitutes the sole and only agreement of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof. No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing and duly executed by the parties to this Agreement.

5.5 **Real Estate Commission and Finder's Fees** Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction.

5.6 **Conflict with Applicable Law.** Nothing in this Lease 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 times such conflict exists.

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

5.8 **Authority to Execute.** The execution and performance of this Agreement by Lessor and Lessee have been duly authorized by all necessary laws, resolutions or action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

5.9. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

5.10. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other parties. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

UNITED IRRIGATION DISTRICT

President

COUNTY OF HIDALGO

County Judge

ATTEST:

Juan D. Salinas, III, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 7/1/03

Martha Salazar

From: Agueda [agueda.garcia@co.hidalgo.tx.us]
Sent: Thursday, June 10, 2010 11:50 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Juan'; 'Gabriel Navarro'
Subject: FW: Pct 3 Collection Site - Mile 7 & Trosper Rd
Importance: High
Attachments: JG 2009 Other Str Depr Rpt-aggie.pdf; fENCE.pdf; Mile 7 & Trosper Rd Site - Fence Calculations 6-10-10.xlsx

Ms. Marty

Ms. Becky e-mailed the information regarding the fencing to the Pct Collection site. I am attaching a spreadsheet comparing the Auditor's info to Fixed Assets Division info. I captured the costs that actually had Mile 7 & Trosper Rd while the Auditor's have all expenditures. The account where it is capitalized is a general account number that any expenditure referring to a collection site (that does not have an individual account number) is captured in this account.

Agueda (Aggie) Garcia
Fixed Asset Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg Texas 78539
(956)318-2626 ext 4873
agueda.garcia@co.hidalgo.tx.us

From: Becky Luna [mailto:becky.luna@auditor.co.hidalgo.tx.us]
Sent: Thursday, June 10, 2010 10:45 AM
To: 'Agueda'
Subject: RE: Pct 3 Collection Site - Mile 7 & Trosper Rd

Aggie,

Attached is the information you requested. Please let me know if you have any questions.

Becky Luna
Becky Luna
Director of Accounting
Hidalgo County Auditor's Office
2808 South Business Highway 281
Edinburg, TX 78539-6243
Phone: (956) 318-2511 ext. 4669
Fax: (956) 318-2577
becky.luna@auditor.co.hidalgo.tx.us

From: Agueda [mailto:agueda.garcia@co.hidalgo.tx.us]
Sent: Wednesday, June 09, 2010 5:11 PM
To: 'Becky Luna'
Cc: martha.salazar@co.hidalgo.tx.us; 'Juan'
Subject: Pct 3 Collection Site - Mile 7 & Trosper Rd
Importance: High

Ms. Becky,

Good afternoon. The attached information is what Mr. Alvarado capitalized in 2003. We are needing the amount after depreciation (residual value). This information is needed to be included for an agenda item.

Thank you in advance for your attention and help with the aforementioned item.

Agueda (Aggie) Garcia
Fixed Asset Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg Texas 78539
(956)318-2626 ext 4873
agueda.garcia@co.hidalgo.tx.us

Hidalgo County Pct 3
Collection Site Mile 7 & Trosper Rd
Current Book Value (12/31/09)

As per Auditor's:

Year	a Actual Cost	b Residual Value (10% of cost)	a-b = c Amt to depreciate	d Est Life (yrs)		c\d = e Yearly Depreciation	f Yrs in Svc	e * f = g Yr to Date Dep.	a - g Current Book Value
2003	$ 7,114.00	711.40	6,402.60	35	=	182.93	8	1,463.45	$ 5,650.55
2004	4,920.00	492.00	4,428.00	35	=	126.51	8	1,012.11	3,907.89
	$ 12,034.00						**Total Book Value**		**$ 9,558.43**

Note:
Auditor's took into account all expenditures for Sanitary Waste Disposal Pct 3 (general acct for Pct 3).

As per Fixed Asset Division:

Year	a Actual Cost in 2003	b Residual Value (10% of cost)	a-b = c Amt to depreciate	d Est Life (yrs)		c\d = e Yearly Depreciation	f Yrs in Svc	e * f = g Yr to Date Dep.	a - g Current Book Value
2003	$ 6,726.58	672.66	6,053.92	35	=	172.97	8	1,383.75	$ 5,342.83
2004	3,925.00	392.50	3,532.50	35	=	100.93	8	807.43	3,117.57
	$ 10,651.58						**Total Book Value**		**$ 8,460.40**

Note:
Upon further review the Fixed Asset Division identified expenditures in the amount of $10,651.58 for Mile 7 & Troosper Rd site.

Difference of $ 1,098.04

AI-21598 **23.D.1.**

Pct 4- Appraisal Svc Agreement-Leonel Garza & Asso., Inc. #C-10-179-06-15
CC REGULAR

Date:	06/15/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" (on an as needed basis) for Hidalgo County Precinct No. 4, and (as selected for negotiations through County's protocol from the "POOL" of appraisers by C.C. on 04/20/10), and (as approved as to form by legal counsel).

BACKGROUND

Prof Appraisal Services Agreement (as approved by legal counsel)
Email-legal counsel's approval
C-10-179-06-15

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-124-XXX-0-XXX

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be appropriated as Work Authorizations are issued or expenditures identified.

See Expense report attached for funding available.

Attachments

Link: Contract Document-C-10-179-06-15-Leonel Garza & Associates Inc-Pct 4

Link: email approved by legal counsel

Link: expense report 1339

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/10/2010 12:45 PM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 01:13 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2010 11:04 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 11:21 AM	APRV

Form Started By: Letty Saenz

Started On: 06/10/2010 08:05 AM

Final Approval Date: 06/11/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-10-179-06-15

THIS AGREEMENT is made effective the **15th** day of **June, 2010**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for the: **"San Carlos Drainage Improvements Project" (on an as needed basis)** located within **Hidalgo County Precinct No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***"Appraisal Services"*** for the ***"San Carlos Drainage Improvements Project" (on an as needed basis)*** located within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser". ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provided the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser 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. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

4. Progress. Upon acceptance of a work order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. Amendments. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Appraiser unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the additional work at the same rate of pay established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. Reporting. The Appraiser shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by

established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. Independent Contractor. Appraiser must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser represents and maintains that it is an independent contractor and is not an employee of 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 Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. Voluntary Termination. The County 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.

11. Insurance. Appraiser agrees to provide liability insurance covering its activities in providing the services for County 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 department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

12. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. Termination Date. Unless earlier terminated as herein provided, this Contract shall terminate upon completion of project.

14. Conflict. 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.

15. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

16. No Waiver. No waiver by County 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.

17. Entire Agreement. 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 representations 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 County and Appraiser, and not otherwise.

18. Venue. 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.

19. Hold Harmless. In the event Appraiser should cause, either directly or indirectly, damage,

loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, 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 County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Appraiser:	Leonel Garza, Jr.& Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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

22. Execution of 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 Contract.

23. Binding Contract. 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.

24. Gender. 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 be appropriate

25. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON _____, 2010.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

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

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A-1"

Request for Qualifications (RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Real Estate Appraisers-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2010-012-01-13-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Real Estate Appraisers -Pool"
RFQ No: 2010-012-01-13-otm

1. **Request for Qualifications Letter, consisting of 1 page.**

2. **Request for Qualifications, Legal Notice, consisting of 7 pages.**
   ***** (Page 8 must be submitted with response)***

3. **Exhibit "A", Requirements, consisting of 7 pages.**

4. **Exhibit " B", Evaluation Criteria, consisting of 3 pages.**
   ***** (Must be submitted with response)***

5. **Exhibit "C", Insurance Requirements, consisting of 4 pages.**
   ***** (Must be submitted with response)***

6. **Exhibit "D", CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   ***** (Copy of receipt and this form must be submitted with response.)***

7. **Exhibit "E", Proposer's Affidavit, consisting of 1 page.**
   ***** (Must be submitted with response)***

8. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
   ***** (Must be submitted with response)***

9. **Certification Regarding Debarment, consisting of 1 page.**
   ***** (Must be submitted with response)***

10. Documentation required on Bldg., Road & Bridge Construction Projects, Attachment "A", consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 21, 2009
Date

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

RFQ No: 2010-012-01-13-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS

Hidalgo County
REAL ESTATE APPRAISERS - POOL
(Including all funding sources, Programs, and Entities)

JANUARY 13, 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

1. **Sealed Statements of Qualifications** will be received for **"Real Estate Appraisers - Pool-Hidalgo County"(including all funding sources, Programs, and Entities),** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2010-012-01-13-otm "Real Estate Appraisers Pool–Hidalgo County"** 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 AM, Wednesday, January 13, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2010** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 6th, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

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

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

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

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

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

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

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

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

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.

. If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful vendor
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"Real Estate Appraisers Pool-Hidalgo County"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 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 participating firms 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 therefor pending before any department or agency of the County.

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

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

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 participant fails to comply with Texas Local Government Code Chapter 176.

Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other 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
Real Estate Appraisers Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2010-012-01-13-otm

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

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County 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 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,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

REAL ESTATE APPRAISERS- POOL

RFQ No. 2010-012-01-13-OTM

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for a period starting February 9, 2010 and ending February 9, 2011.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Appraisers Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-012-01-13-otm

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

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

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4th, 2009 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6th, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

A. Scope of Appraisal and/or Review Appraisal Services:

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.

5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

   1. Copy of current license certification with the state seal
   2. History certification from the Texas Appraiser Licensing & Certification Board.
   3. General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

<u>PERSONNEL AND STAFFING</u>: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD in PDF Format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness: **30 points**

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2) Firm Capabilities: **45 points**

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing: **15 points**
   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer **05 points**

5. Meets minimum Hidalgo County Insurance Requirements **05 points**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Real Estate Appraiser Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;

3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

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

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

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than** 9:30 a.m. on Wednesday, January 13, 2010.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **RESPONSIVENESS** (30)

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. **FIRM CAPABILITIES** (45)

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. **STAFFING** (15)

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. **EQUAL OPPORTUNITY EMPLOYER** (05)

5. **MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS** (05)

GRAND TOTAL **100 Points**

EVALUATION CRITERIA
EXHIBIT "B"
REAL ESTATE APPRAISERS-POOL
RFQ No. 2010-012-01-13-OTM

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL**
2. FIRM CAPABILITIES (45 pts)	5	
➢ Background		
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL**
2. STAFFING (15 pts)	5	
➢ Required discipline skills		
➢ Key personnel	5	
➢ Qualification of personnel	5	
Comments/Rationale For Points:		**TOTAL**
4. EQUAL OPPORTUNITY EMPLOYER (05 pts)	5	
Comments/Rationale For Points:		**TOTAL**
5. MEETS MINIMUM HIDALGO COUNTY INSURANCE REQUIREMENTS (05 pts)	5	
Comments/Rationale For Points:		**TOTAL**
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

DATE (MM/DD/YY)

ACORD

CERTIFICATE OF INSURANCE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
A	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
B				
	GARAGE LIABILITY			
	EXCESS LIABILITY			
C				
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ____

or

Employer identification number
___ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

EXHIBIT "A"

Services to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final Offer For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Leticia H. Saenz, CPPB	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext. 4861	**Date Submitted:**	May 19, 2010
Re:	**Appraisal Proposal – San Carlos Drainage Improvement Project**	**CC:**	

Mrs. Montero:

As per e-mail from Leticia H. Saenz on May 13, 2010, a requested for our office to present our proposal for appraising various properties located within Hidalgo County Precinct No. 4 for the purpose of the San Carlos Drainage Improvement Project (on an as needed basis). This proposal is under the agreement set forth by an email dated May 13, 2010 from Leticia H. Saenz of the Hidalgo County Purchasing Department. The appraisal assignments that are specified for this bid proposal are for specific properties to be utilized for the San Carlos Drainage Improvement Project. This pricing does not extend to individual right-of-way and or easement projects of which are bid separately by Precinct, Hidalgo County Right-of-Way Department, and or the Hidalgo County Drainage District No. 1. This pricing schedule is based on the specific assignment as determined by the County Commission Oscar L. Garza. The appraisal reports shall adhere to all applicable state laws and be governed by the Universal Standards of Appraisal Practice (USPAP). It is recognized that the complexity of these reports may vary upon assignment and the unit price provided below reflects the risk entailed in appraising varied properties such as retail/office buildings to vacant land with no improvements.

Appraisal Report Cost — **= $ 2,000.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

Additional Original Reports — **$ 150.00 Per Original Copy**
This cost shall apply for additional original (color) copies required by the Hidalgo County Purchasing Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 1,000.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Purchasing Department prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

EXHIBIT "B"

Fee Schedule

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Best & Final Offer For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Leticia H. Saenz, CPPB	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext. 4861	**Date Submitted:**	May 19, 2010
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Appraisal Report Cost — **= $ 2,000.00 Per Parcel**

Included Per Parcel:
(4) Original Appraisal Reports

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This cost shall apply for additional original (color) copies required by the Hidalgo County Purchasing Department and or other County agencies involved in the project.

Updated/Revised Reports — **$ 1,000.00 Per Parcel**
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Purchasing Department prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.

Condemnation Hearing Cost — **Hourly Rate = $ 150.00 Per Hour**
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial — **Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)***
(Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

EXHIBIT "C"

Insurance Requirements

Commercial Certificate of Insurance

FARMERS

Agency Name & Address: TONY CONTRERAS INS.
4006 N 22ND ST
MCALLEN, TX 78504
956-686-6621

Issue Date (MM/DD/YY): 06/03/10

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 shown below.

St. 19 Dist. 42 Agent 327

Insured Name & Address: LEONEL GARZA JR
LEONEL GARZA & ASSOC, LLC
MCALLEN TX 78504

Companies Providing Coverage:

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter 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)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
A	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	075875472	02/16/10	02/16/11	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 500,000 $ $ $ 500,000 $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

05 GMC 1GTEC14X15Z191568
10 TOYOTA 5TFRM5F15AX011366

Certificate Holder

Name & Address: HIDLAGO COUNTY PURCHASING
2812 S. BUS HWY 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 30 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.

TONY CONTRERAS Tony Contreras
Authorized Representative

Client#: 6058 LEONGAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

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
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19348
INSURER B: HCC Specialty Insurance Company	
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	
A		GENERAL LIABILITY	PAS42769324	11/14/09	11/14/10	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional Liability	524071	05/18/10	05/18/11	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
2812 S. Bus 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E. Lewis

© ACORD CORPORATION 1988

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, June 09, 2010 11:00 AM
To: 'Leticia Saenz'
Subject: FW: Revised-Draft Contract#C-10-179-06-15-Leonel Garza Jr. & Assoc-Pct4

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, June 09, 2010 7:50 AM
To: Martha Salazar
Subject: Re: Revised-Draft Contract#C-10-179-06-15-Leonel Garza Jr. & Assoc-Pct4

The term language now works.

> ----- Original Message -----
> **From:** Martha Salazar
> **To:** 'Steve Crain'
> **Sent:** Tuesday, June 08, 2010 3:43 PM
> **Subject:** FW: Revised-Draft Contract#C-10-179-06-15-Leonel Garza Jr. & Assoc-Pct4
>
> Mr. Crain:
>
> Please review and comment as to form.
>
> Thanks,
>
> Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, June 08, 2010 3:36 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: RE: Revised-Draft Contract#C-10-179-06-15-Leonel Garza Jr. & Assoc-Pct4
Importance: High

Ms. Marty-

Please forward to legal counsel for review and approval with revision as advised previously. Hopefully its correct now.

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1339 CERT OF OBLIG,SERIES 2009							
0-1339-431-00-124-039-0-719	CO2009-PCT4 FIKE POND-LAND	.00	4,868.22	.00	.00	4,868.22	.00
039		**.00**	**4,868.22**	**.00**	**.00**	**4,868.22**	**.00**
0-1339-431-00-124-040-0-711	CO2009-PCT4 ALAMO ACRES-ROW	.00	11.21	.00	.00	11.21	.00
0-1339-431-00-124-040-0-719	CO2009-PCT4 ALAMO ACRES-LAND	.00	1,808.65	.00	.00	1,808.65	.00
0-1339-431-00-124-040-0-733	CO2009-PCT4 ALAMO ACRES-DRAINAGE DITCHES	.00	1,250.00	1,250.00	.00	.00	100.00
040		**.00**	**3,069.86**	**1,250.00**	**.00**	**1,819.86**	**40.72**
0-1339-431-00-124-041-0-711	CO2009-PCT4 DAMIAN ACRES-ROW	.00	2,325.00	1,075.00	.00	1,250.00	46.24
041		**.00**	**2,325.00**	**1,075.00**	**.00**	**1,250.00**	**46.24**
0-1339-431-00-124-042-0-733	CO2009-PCT4 DIANA ESTATES-DRAINAGE DITCH	.00	489.19	.00	.00	489.19	.00
042		**.00**	**489.19**	**.00**	**.00**	**489.19**	**.00**
0-1339-431-00-124-048-0-719	CO2009-PCT4 DICKERSON POND-LAND	.00	8,604.53	350.00	3,750.00	4,504.53	47.65
0-1339-431-00-124-048-0-733	CO2009-PCT4 DICKERSON POND-DRAINAGE DITC	.00	385,709.05	30,800.00	354,858.80	50.25	99.99
048		**.00**	**394,313.58**	**31,150.00**	**358,608.80**	**4,554.78**	**98.84**
0-1339-431-00-124-049-0-733	CO2009-PCT4 NORTH BRANCH DRAIN-DRAINAGE	.00	230,174.00	230,174.00	.00	.00	100.00
049		**.00**	**230,174.00**	**230,174.00**	**.00**	**.00**	**100.00**
0-1339-431-00-124-050-0-719	CO2009-PCT4 SAN CARLOS DRAIN-LAND	.00	7,500.00	.00	.00	7,500.00	.00
0-1339-431-00-124-050-0-733	CO2009-PCT4 SAN CARLOS DRAIN-DRAINAGE DI	.00	29,300.00	28,250.00	.00	1,050.00	96.42
050		**.00**	**36,800.00**	**28,250.00**	**.00**	**8,550.00**	**76.77**
0-1339-431-00-124-051-0-733	CO2009-PCT4 SCHUNIOR DRAIN-DRAINAGE DITC	.00	95,700.00	79,950.00	13,250.00	2,500.00	97.39
051		**.00**	**95,700.00**	**79,950.00**	**13,250.00**	**2,500.00**	**97.39**
0-1339-431-00-124-052-0-719	CO2009-PCT4 CURRY DRAIN-LAND	.00	2,500.00	.00	.00	2,500.00	.00
0-1339-431-00-124-052-0-733	CO2009-PCT4 CURRY DRAIN-DRAINAGE DITCHES	.00	130,678.00	130,678.00	.00	.00	100.00
052		**.00**	**133,178.00**	**130,678.00**	**.00**	**2,500.00**	**98.12**
0-1339-431-00-124-053-0-733	CO2009-PCT4 TEX MEX DRAIN-DRAINAGE DITCH	.00	22,000.00	15,000.00	.00	7,000.00	68.18
053		**.00**	**22,000.00**	**15,000.00**	**.00**	**7,000.00**	**68.18**
0-1339-431-00-124-054-0-711	CO2009-PCT4 ALAMO BRISAS-ROW	.00	1,250.00	1,250.00	.00	.00	100.00
054		**.00**	**1,250.00**	**1,250.00**	**.00**	**.00**	**100.00**
0-1339-431-00-124-055-0-733	CO2009-PCT4 ALBERTA RD-DRAINAGE DITCHES	.00	902.68	.00	.00	902.68	.00
055		**.00**	**902.68**	**.00**	**.00**	**902.68**	**.00**
0-1339-431-00-124-065-0-733	CO2009-PCT4 DIANA ESTATE-CURRY DRAIN-DRA	.00	30,172.50	.00	9,915.00	20,257.50	32.86
065		**.00**	**30,172.50**	**.00**	**9,915.00**	**20,257.50**	**32.86**
0-1339-431-00-124-072-0-711	CO2009-PCT4 TRENTON DRAIN-ROW	.00	30,600.00	22,500.00	.00	8,100.00	73.53
072		**.00**	**30,600.00**	**22,500.00**	**.00**	**8,100.00**	**73.53**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1339 CERT OF OBLIG,SERIES 2009							
0-1339-431-00-124-074-0-711	CO2009-PCT4 FAYSVILLE PUMP-ROW	.00	2,000.00	2,000.00	.00	.00	100.00
0-1339-431-00-124-074-0-733	CO2009-PCT4 FAYSVILLE PUMP-DRAINAGE DIT	.00	222.95	.00	.00	222.95	.00
074		**.00**	**2,222.95**	**2,000.00**	**.00**	**222.95**	**89.97**
1339 CERT OF OBLIG,SERIES 2009		**.00**	**988,065.98**	**543,277.00**	**381,773.80**	**63,015.18**	**93.62**
0 YEAR 0		**.00**	**988,065.98**	**543,277.00**	**381,773.80**	**63,015.18**	**93.62**

AI-21596 **23.E.1.**

Authority-Purchase Four (4) Tahoe's for Pct. #2 & Pct. #3 Constables
CC REGULAR

Date:	06/15/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Constables

Information

CAPTION

Approval to purchase one (4) New 2010 Chevrolet Tahoe PPV CC10706 through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) as described to include but not limited to administration and delivery fees as follows:

a. Pct #3 (2) New 2010 Chevrolet Tahoe PPV CC10706 in the amount of $ **78,692.00.** (Project #2010-220-OGG)
b. Pct.#2 (2) New 2010 Chevrolet Tahoe PPV CC10706 in the amount of $ **78,092.00.** (Project #2010-237-OGG)

Administration Fee----------$ 600.00
Combined total----------$ **157,384.00**

BACKGROUND

Total amount on caption reflects $300.00 less. Delivery fee has been divided evenly.
Cost of delivery in the amount of $600.00 to be divided equally between constable precincts 2 and 3, accordinly.
Funds for proposed purchase of vehicles has been provided by the Local Border Security Grant for Pct. #2 & Pct #3 as requested and approved by Pct. #2 Constable Chief Frank Sanchez and by Pct. #3 Constable Larry Gallardo.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-293-013-1-741
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:
$75,742.00 available funds as of 06/11/10. rc

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-292-004-1-741
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

$6,092.00 additional funds will be made available pending LIT. REF: (AI 21637 CC 06/15/10)

FISCAL YEAR: 2010 **ACCT. #:** 0-1230-421-00-293-010-0-741

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

BUDGETARY IMPACT:

$3,297.50 availabel funds as of 06/11/10. rc

Attachments

Link: Pct. #3 backup

Link: backup

Link: Pct. #2 backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/11/2010 11:08 AM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 11:14 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/11/2010 03:25 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Oscar Garza Started On: 06/09/2010 05:14 PM

Final Approval Date: 06/11/2010

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	6/4/2010

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 3 CONSTABLE	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	LARRY GALLARDO	Prepared By:	AVERYT KNAPP
Phone:	956-783-4664	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	LARRYGALLARDO@SWBELL.NET	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A07	Description:	2010 CHEVROLET TAHOE PPV CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 29,981.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	390		
DUAL BATTERY 8Y9	90		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	480

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LIBERTY BAR/PB400 ALM BUMPER/REAR BARRIER	8735	TRUCK VAULT/MAX ANTENNA/JOTTO DESK/DVR	INCL
EIGHT LINEAR LED/400 SERIES LINEAR TR LED	INCL	PER ATTACHED EQUIPMENT LIST	INCL
GRILLE MASTER HOUSING/MIRROR BEAMS	INCL	Subtotal From Additional Sheet(s):	
		Subtotal C:	8735

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 29%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	INCL		
EXTERIOR COLOR GOLD MIST	INCL		
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 39196

Quantity Ordered:	2	X Subtotal of A + B + C + D:	39196	= Subtotal E:	78392

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
45 DAY APPX EQPT INSTALL				
				Subtotal G: 0

Delivery Date:	IN STOCK UNITS	H. Total Purchase Price (E+F+G):	78992

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292 7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: May 19, 2010	
Department: Hidalgo County Constable Pct. 3	
Name of Approving Elected Official/Department Head/Supervisor: Lazaro Gallardo, Jr.	
Point of Contact: Lazaro Gallardo, Jr.	Contact Phone Number: 956-205-7031 Contact Fax Number: 956-519-4245
Contact E-Mail: larrygallardo@swbell.net	
Budget Account Number: 0-1284-421-00-293-013-1-741 ~~0-1230-421-00-293-010-0-1668~~ 0-1230-421-00-293-010-0-741	
Signature of Approving Elected Official/Department Head/Supervisor: Lazaro Gallardo Jr.	
Estimated Date Goods/Services are required: per Raquel Barrios	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Refer to attached quote.

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

Account Inquiry by Account Mask - FAINQ05A 06/03/08 9:00 am

Account Number	Description	Budget	Encumbrance	Actual	Avail/Rec
0-1284-421-00-293-013-1-131	CONST. PCT.3-LBSP-OVERTIME PAY	58,878.00	.00	.00	58,878.00
0-1284-421-00-293-013-1-211	CONST. PCT.3-LBSP-HEALTH INSUR	1,106.00	.00	.00	1,106.00
0-1284-421-00-293-013-1-212	CONST. PCT.3-LBSP-LIFE INSURAN	.00	.00	.00	.00
0-1284-421-00-293-013-1-220	CONST. PCT.3-LBSP-FICA	5,034.44	.00	.00	5,034.44
0-1284-421-00-293-013-1-230	CONST. PCT.3-LBSP-RETIREMENT	5,780.31	.00	.00	5,780.31
0-1284-421-00-293-013-1-250	CONST. PCT.3-LBSP-UNEMPLOYMEI	774.25	.00	.00	774.25
0-1284-421-00-293-013-1-260	CONST. PCT.3-LBSP-WORKERS CO	.00	.00	.00	.00
0-1284-421-00-293-013-1-626	CONST. PCT.3-LBSP-GASOLINE/DIE	15,046.00	.00	.00	15,046.00
0-1284-421-00-293-013-1-741	CONST. PCT.3-LBSP-VEHICLES	75,742.00	.00	.00	75,742.00
	Totals	**162,360.00**	**.00**	**.00**	**162,360.00**

Cancel

DATE: April 30, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Precinct 3 Constable's Office (1284)

ACCOUNT NUMBER: 0-1284-421-00-293-013-1-XXX

Contact: Dale Kennan Ph# (956) 292-7025 Ext. 5406

2010
Appropriation

REVISED PACKET FOR AI-21054

THE COUNTY OF HIDALGO TEXAS

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

Honorable Commissioners' Court of Hidalgo County:

as per Rosie

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-421-00-293-013-1-131	Constable Pct 3 - Local Border Security Grant - Overtime	58,878.00
0-1284-421-00-293-013-1-211	Constable Pct 3 - Local Border Security Grant - Health Ins.	1,106.00
0-1284-421-00-293-013-1-212	Constable Pct 3 - Local Border Security Grant - Life Ins.	
0-1284-421-00-293-013-1-220	Constable Pct 3 - Local Border Security Grant - FICA	5,034.44
0-1284-421-00-293-013-1-230	Constable Pct 3 - Local Border Security Grant - Retirement	5,780.31
0-1284-421-00-293-013-1-250	Constable Pct 3 - Local Border Security Grant - Unemployment	774.25
0-1284-421-00-293-013-1-260	Constable Pct 3 - Local Border Security Grant - Workers' Comp	0.00
0-1284-421-00-293-013-1-626	Constable Pct 3 - Local Border Security Grant - Fuel	15,045.00
0-1284-421-00-293-013-1-741	Constable Pct 3 - Local Border Security Grant - Vehicles	75,742.00
0-1284-331-12-293-013-1-000	*Local Border Security Grant Revenue*	*162,360.00*
	TOTAL BUDGET INCREASE (DECREASE)	$ 162,360.00

REASON: To appropriate funding in the amount of $162,360.00 into Constable Pct 3 - Local Border Security Grant - Various accounts to cover expected expenditures related to this grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

Friday, June 11, 2010

Raquel Ramos [2:56 PM]:

for the tahoes reference acct # 0-1230-421-00-293-010-0-741 and the amount that is needed is the exact amount in that acct #

Rosalinda Cantu [3:08 PM] sends:

Transfer of "seq=21596.pdf" is complete.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	6/11/2010

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 2 CONSTABLE	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	CHIEF FRANK SANCHEZ	Prepared By:	AVERYT KNAPP
Phone:	956-783-4664	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	FRANK.SANCHEZ@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A07	Description:	2010 CHEVROLET TAHOE PPV CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 29,981.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	390		
DUAL BATTERY 8Y9	90		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	480

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LIBERTY BAR/TRUCK VAULT/JOTTO DESK	8435	NO BARRIER	INCL
EIGHT LINEAR LED/SLILIGHTER/M4 LED/VERTEXI	INCL		
MAX ANTENNA/TINT WINDOWS-FRT/ALL INSTL	INCL	Subtotal From Additional Sheet(s):	
		Subtotal C:	8435

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	28%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	INCL		
EXTERIOR COLOR BLACK	INCL		
		Subtotal D:	0

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D)					38896
Quantity Ordered:	2	X **Subtotal of A + B + C + D:**	38896	= **Subtotal E:**	77792
F. H-GAC Fee Calculation (From Current Fee Tables)				**Subtotal F:**	600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
45 DAY APPX EQPT INSTALL					
				Subtotal G:	0

Delivery Date:	IN STOCK UNITS	**H. Total Purchase Price (E+F+G):**	78392

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date:	
Department: Hidalgo County Constable Pct.2	
Name of Approving Elected Official/Department Head/Supervisor: Chief Frank Sanchez	
Point of Contact:	Contact Phone Number: Contact Fax Number:
Contact E-Mail Frank.Sanchez@co.hidalgo.tx.us	
Budget Account Number: 0-1284-421-00-292-004-1-741 **Transfer funds from 0-1284-421-00-292-004-611**	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required:	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

Purchase of (2) New 2010 Tahoe PPV (CC10706) from Caldwell Chevrolet throught H-GAC Contract #VE02-06

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	**Oscar Garza, Procurement Specialist**
Date Assigned:	**06/10/2010**
Project Type:	**HGAC**
Project Number:	**2010-237**
Notified Department on:	

Special Instructions by Procurement Manager:

FAX COVER SHEET

CONSTABLE GILBERT "CHATO" ALANIZ
523 S. STANDARD
SAN JUAN, TX 78589

Send to: Oscar Garza	**From:** Constable Alaniz
Attention:	**Date:** 6-11-10
Fax Number: 956-318-2629 (956-292-7612	**Fax Number: (956) 783-4664**

__ **Urgent**

__ **Reply**

__ **Please Comment**

__/ **Please Review**

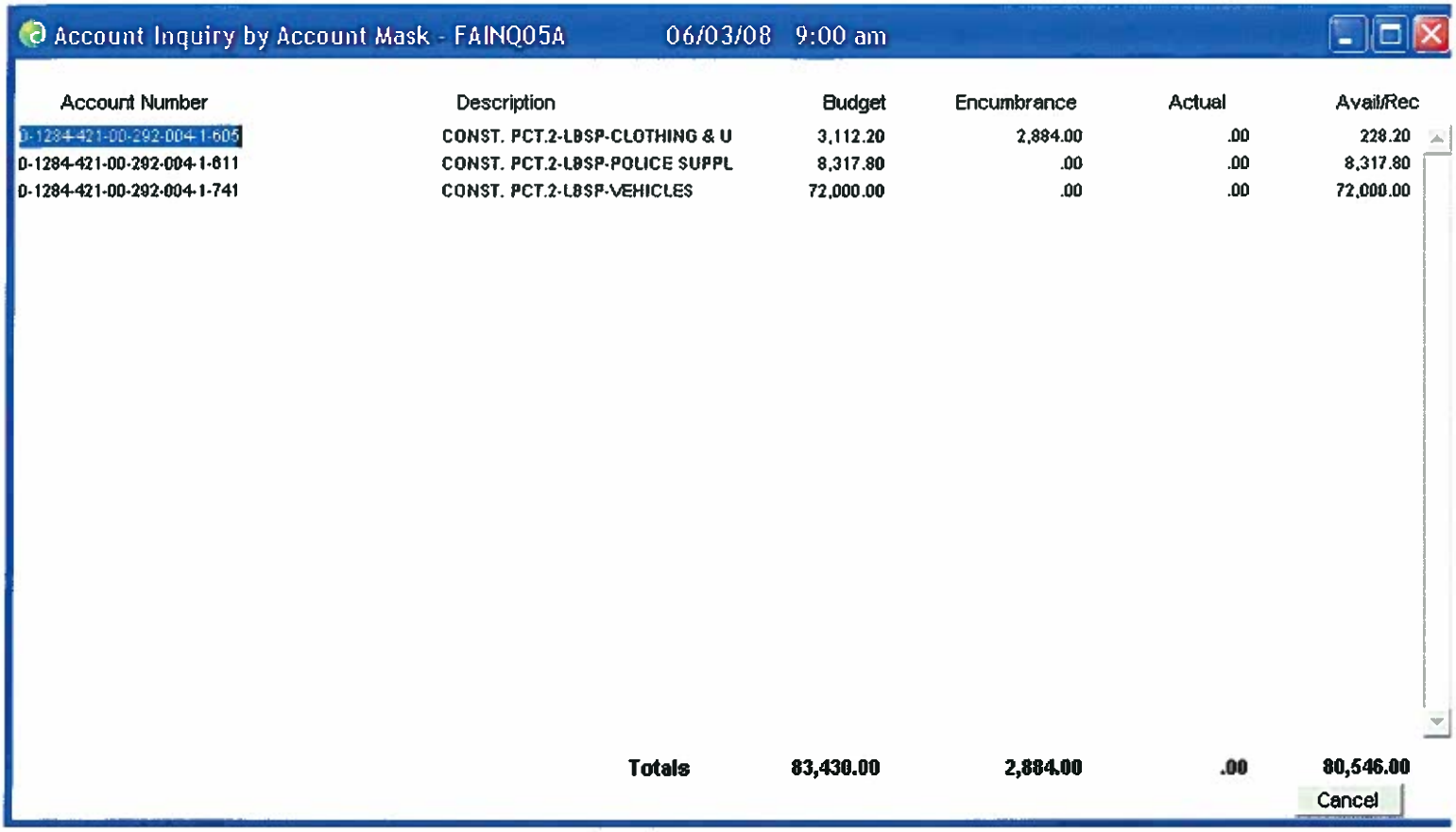
__ **For your information**

Total Pages, including cover: 2 ___

As per our conversation in reference to_____

Your cooperation in regards to this matter is greatly appreciated.

Constable Gilbert "Chato" Alaniz Pct. 2


Account Inquiry by Account Mask - FAINQ05A 06/03/08 9:00 am
Account Number
Description
Budget
Encumbrance
Actual
Avail/Rec
0-1284-421-00-292-004-1-605
CONST. PCT.2-LBSP-CLOTHING & U
3,112.20
2,884.00
.00
228.20
0-1284-421-00-292-004-1-611
CONST. PCT.2-LBSP-POLICE SUPPL
8,317.80
.00
.00
8,317.80
0-1284-421-00-292-004-1-741
CONST. PCT.2-LBSP-VEHICLES
72,000.00
.00
.00
72,000.00
Totals
83,430.00
2,884.00
.00
80,546.00
Cancel

DATE: April 30, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Precinct 2
Constable's Office (1284)

ACCOUNT NUMBER: 0-1284-421-00-292-004-1-XXX

Contact: Dale Kennan **Ph#** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-421-00-292-004-1-605	Constable Pct 2 - Local Border Security Grant - Uniforms	3,112.20
0-1284-421-00-292-004-1-611	Constable Pct 2 - Local Border Security Grant - Police Supplies	8,317.80
0-1284-421-00-292-004-1-741	Constable Pct 2 - Local Border Security Grant - Vehicles	72,000.00
0-1284-331-12-292-004-1-000	*Local Border Security Grant Revenue*	*83,430.00*
	TOTAL BUDGET INCREASE (DECREASE)	$ 83,430.00

REASON: To appropriate funding in the amount of $83,430.00 into Constable Pct 2 - Local Border Security Grant - Various accounts to cover expected expenditures related to this grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21514 **23.F.1.**

Award of bid -"Contraceptives - Injection and Pill"

CC REGULAR

Date:	06/15/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Health & Human Services Dept.

Information

CAPTION

Recommending award of bid and approval of contract to multiple vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County Health & Human Services Department - "Purchase of Contraceptives - Injection & Pill" - Project No. 2010-165-05-05-YZV.

BACKGROUND

Recommended vendors:
a) Prescription Supply INC. - Contraceptive Pills
b)MAO dba/Westwood Pharmancy INC- Contraceptive Injection

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-00X-0-604

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

BUDGETARY IMPACT:

Prog. 001 Available balance as of 6-11-10 $ 4,329.20
Prog. 003 Available balance as of 6-11-10 $112,840.96

On an As Needed Basis.

Attachments

Link: Contract-Prescription Supply

Link: Dept. Recommendation-Bid Tab-Participation Log

Link: Contract-MAO PHarmacy dba/Westwood Pharmacy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2010 12:42 PM	APRV
2	Budget & Management	Erika Zamora	06/10/2010 07:59 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/11/2010 10:10 AM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 10:42 AM	APRV

Form Started By: Yolanda Velasquez
Started On: 06/04/2010 09:01 AM
Final Approval Date: 06/11/2010

REQUIREMENTS AGREEMENT
C-10-165A-06-15

THIS AGREEMENT (the "Agreement") is entered on June 15, 2010 by and between **Prescription Supply, Inc. a Ohio Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Contraceptives-Patch, Injection & Pill," on an "As Needed Basis Only"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Contraceptives- Injection & Pill (Pill Only)"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year commencing from June 15, 2010 to June 14, 2011 with the County sole option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

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

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

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

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

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

If to Seller: Prescription Supply, Inc.
Attention: William VanMetre, Director Bids and Contracts
2233 Tracy Road
Northwood, OH 43619

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

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

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

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

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

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

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____

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

By:_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____
Printed Name:_____
Title:_____
Date:_____

Exhibit "A"
Request for Bid (RFB)
Procurement Packet

Bid №2010-165-05-05	Buyer: Yolanda Z. Velasquez	Tel. № (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY – HEALTH & HUMAN SERVICE DEPARTMENT

"CONTRACEPTIVES-INJECTION AND PILL"

Bid Opening Date: Wednesday, May 05, 2010 @ 9:30 a.m.

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281 New Administration Bldg.
Edinburg, Texas 78539
(956) 318-2626

1. Sealed bids will be received for **"Contraceptives – Injection and Pill –Hidalgo County - Health & Human Service Department"** 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 Nº 2010-165-05-05-YZV -Contraceptives-Injection & Pill- Hidalgo County Health & Human Service Department"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539, **on or before 9:30 a.m., Wednesday, May 05, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO "REQUEST FOR BIDS 2010-165-05-05-YZV – RFB Contraceptives-Injection & Pill for Hidalgo County Health & Human Service Department".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS:

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

Hidalgo County Purchasing Department

Martha L. Salazar, Purchasing Agent

(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **"Contraceptives- Injection and Pill – Hidalgo County Health & Human Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:
  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM **May 05 , 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. 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

Contraceptives- Injection & Pill –

Hidalgo County - Health & Human Service Department

BID No.: 2010-165-05-05-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

HIDALGO COUNTY-HEALTH & HUMAN SERVICES

"Contraceptives- Injection & Pill"

BID Nº 2010-165-05-05-YZV

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications, Requirements and/or Terms and Conditions:

All purchases of product will be on an "as needed basis only" there is no guaranteed volume.

Birth Contraceptive Injection:

Medroxyprogesterone acetate injectable suspension, USP contraceptive injection 150mg/ml, 1 Single dose vial for intramuscular use only.

1. Each Contraceptive Injection will contain 150 mg. Medroxyesterone Acetate, 28.9 mg. Polyethylene Glycol 3350 mg. Polysorbate 80, 8.68 mg. Sodium Chloride, with the following added as preservatives: 1.37 mg. Methylparaben, 0.150mg. Propylparaben
2. When necessary, PH was adjusted with sodium hydroxide and/or hydrochloric acid.
3. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Birth Control Pill:

(A) (LOW DOSE)

1. Must be a tablet containing 0.180 mg norgestimate and 0.035 mg ethinyl estadiol.
2. Must be able to be used in an unopened box for two years from manufacturing date.
3. Generic Brand must be compatible to Ortho Tri Cycle, which is used in all Health Clinics sites.
4. Must have the capability to store dry at a room temperature (65 – 80 F.)
5. Box of 168 tablets in a 6x28 tab packet count.

(B) (HIGH DOSE)

Nortrel (norethidrone and ethinyl estradiol tablets, USP) 1/35, 28 day regimen.

1. Each yellow tablet (21) must contain 1 mg Norethidrone and 0.035 mg Ethinyl estradiol.
2. Generic Brand must be compatible too Ortho-Novum,1/35 (or equivalent to).
3. Each white tablet (7) contains inert ingredients.
4. Box of 168 Tablets in a 6x28 tab packet count.

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

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 contract.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost 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 to 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 are 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 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.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE**

ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 28, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 30, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-165-05-05-YZV

COMPANY:_____

Option I: Initial one (1) year term:

Birth Control Injection:

	Price	Pack Size
Each		
Total Per Pack		

Birth Control Pill – High Dose

	Price	Pack Size
Each	$	
Total Per Pack	$	

Birth Control Pill – Low Dose

	Price	Pack Size
Each	$	
Total Per Pack	$	

Vendor Notes:

Option II: Initial one (1) year with an **additional** one year term:

Birth Control Injection:

	Price	Pack Size
Each	$	
Total Per Pack	$	

Birth Control Pill – High Dose:

	Price	Pack Size
Each	$	
Total Per Pack	$	

Birth Control Pill- Low Dose

	Price	Pack Size
Each	$	
Total Per Pack	$	

Vendor Notes:

Bidder/Company Name:_____

Address:_____

City/State/Zip Code:_____

Phone Nº:(___)_____ Fax Nº:(___)_____

Cell Nº: (___)_____email:_____

Authorized Signature:_____

Printed Name:_____

Title: _____Date: _____

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					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					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-165-05-05-YZV

Attn:
Prescription Supply Inc.
2233 Tracy Road
Northwood, Ohio 43619-1326

COMPANY: Prescription Supply

Option I: Initial one (1) year term:

Birth Control Injection:		
	Price	Pack Size
Each	30.96	1
Total Per Pack	$ 30.96	

Birth Control Pill – High Dose		
	Price	Pack Size
Each	$ 95.32	6x28
Total Per Pack	$ 95.32	

Birth Control Pill – Low Dose		
	Price	Pack Size
Each	$ 58.10	6x28
Total Per Pack	$ 58.10	6x28

Vendor Notes:
INJ NDC 59762-4537-01 Greenstone
LD NDC 00603-7665-17 Qualitest
HD NDC 00555-9010-58 Barr

Option II: Initial one (1) year with an **additional** one year term:

Birth Control Injection:		
	Price	Pack Size
Each	$ 34.98	1
Total Per Pack	$ 34.98	

Birth Control Pill – High Dose:		
	Price	Pack Size
Each	$ 107.71	6x28
Total Per Pack	$ 107.71	

Birth Control Pill- Low Dose		
	Price	Pack Size
Each	$ 65.65	6x28
Total Per Pack	$ 65.65	

Vendor Notes:
INJ NDC 59762-4537-01 Greenstone
LD NDC 00603-7665-17 Qualitest
HD NDC 00555-9010-58 Barr

OPENED
9:54 am
MAY 05 2010
Witnessed

Bidder/Company Name: ~~Prescription Supply Inc.~~

Address: ~~2233 Tracy Road~~

City/State/Zip Code: ~~Northwood, Ohio 43619-1326~~

Phone Nº: (888) 807 2641 Fax Nº: (513) 353 [redacted] 0538

Cell Nº: ( ) email: WVANMETRE@PRESCRIPTIONSUPPLY.COM

Authorized Signature: Will VanMetre

Printed Name: William VAN METRE

Title: Director Bids & Contracts Date: 4/26/10

Exhibit "C"
Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SW PRESS20

DATE (MM/DD/YYYY) 04/26/10

PRODUCER
Knight Crockett Miller
Insurance Group
22 North Erie Street
Toledo OH 43604-6943
Phone: 419-241-5133 Fax: 419-321-5280

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

Prescription Supply, Inc.
Tom Schoen
2233 Tracy Rd.
Northwood OH 43619

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Group	
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	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	TRA1150438	09/01/09	09/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	TRA1150438	09/01/09	09/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 0	TRA1150438	09/01/09	09/01/10	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TRA1150438	09/01/09	09/01/10	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HILDCO1

Hildalgo County
2812 South 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Kenneth P. Knight

© ACORD CORPORATION 19

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

RECEIVED MAY 24 2010

To: Eddie Olivarez, Chief Administrator
H.C. Health & Human Services

Attn: Josie Escalante,
Administrative Asst.

via email: josie.escalante@hchd.org

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: May 17, 2010

Re: BID AWARD RECOMMENDATION REQUEST for HIDALGO COUNTY-HEALTH & HUMAN SERVICES – "CONTRACEPTIVES-INJECTION AND PILL" BID Nº 2010-165-05-05-YZV

We received three (3) responses to the above mentioned project. Unfortunately we were unable to consider one of the responses due to excessive modifications to packet. Enclosed you will find a copy of the Tabulation sheet along with the copies of bid responses for the two qualifying vendors for your review and recommendation/non recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Monday May 24, 2010 @ 4:00 p.m .** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us.**

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 0-1100-441-00-340-003-0-604

Award to Vendor(s)	Recommendation (Basis)
1. Westwood Pharmacy	Lowest bid - Option II - Birth Control Injection
2. Prescription Supply	Lowest bid - Option II Birth Control Pill High Dose Birth Control Pill - Low Dose

If you should have any questions or need additional information please let me know.

Eduardo Olivarez 5/24/10

AUTHORIZED SIGNATURE PRINTED NAME DATE

Hidalgo County – Health & Human Serviced
"CONTRACEPTIVES – INJECTION & PILL"
BID Nº 2010-165-05-05-YZV
TABULATION SHEET

	Option I: Initial one (1) year term:			**Option II:** Initial one (1) year with an additional one year term		
ITEM	***ANDA INC (Disqualified Vendor)**	**PRESCRIPTION SUPPLY**	**WESTWOOD PHARMACY**	**ANDA INC (Disqualified Vendor)**	**PRESCRIPTION SUPPLY**	**WESTWOOD PHARMACY**
Birth Control Injection	~~$ 27.95~~	$ 30.96	$ 26.50	~~No Bid~~	$ 34.98	$27.50 ✓
	1 ml	1	1 ml		1	1 ml
Birth Control Pill – High Dose	~~$ 82.00~~	$ 95.32	$ 19.26/$115.53 p	~~No Bid~~	$107.71	$ 20.26/$121.56
	~~6x28~~	6 x 28			6 x 28 ✓	
Birth Control Pill – Low Dose	~~$ 59.25~~	$ 58.10	$ 13.59 ea/$81.54 pack	~~No Bid~~	$ 65.65 ✓	$14.59/87.54
	~~6 x 28~~	6 x 28			6 x 28	

***DISQUALIFIED**

RECOMMENDATION:

63.97 62.35

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - HEALTH & HUMAN SERVICES

BID OPENING DATE: MAY 05, 2010 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "Contraceptives- Injection & Pill"

BID NO: 2010-165-05-05-YZV | **BUYER:** Yolanda Velasquez

BID #	NAME OF COMPANY	Option 2 Initial one (1) year Term w/additional 1 year term	Unit Price/pk
#1	Anda Inc. Weston, Florida (*Disqualified)	BC Injection	NO BID
		BC Pill –HighDose	NO BID
		BC Pill – Low Dose	NO BID
#2	Prescription supply INC. Cincinnati, Ohio	BC Injection	$34.98
		BC Pill –HighDose	$107.71√
		BC Pill – Low Dose	$65.65√
#3	MAO Pharmacy dba/ Westwood Pharmacyy Richmond Virginia	BC Injection	$27.50√
		BC Pill –HighDose	$121.56
		BC Pill – Low Dose	$87.54
#4		BC Injection	
		BC Pill –HighDose	
		BC Pill – Low Dose	
#5		BC Injection	
		BC Pill –HighDose	
		BC Pill – Low Dose	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: MAY 05, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"CONTRACEPTIVES Injection & Pill Hidalgo County- Health & Human Services"

BID NO.: 2010-165-05-05-yzv

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
JOM Pharmaceutical Services, INC	EM	jomnewacct@gpsus.jnj.com tel. (800) 523-6225	4/20/10	P.O. BOX 401 1000 Route 202 South Raritan, NJ 08869-0602
2. ANDA INC.	EM	peter.starfas@andanet.com 800-331-2632	4/20/10	2915 Weston Road Weston, Florida 33331
3. Westwood Pharmacy	EM	susan.reilly@westwoodpharmancy.com tel.(866)-996-6379	4/20/10	5823 Patterson Avenue Richmond, VA 23226
4.Atlas Medical Supply INC.	EM	info@atlasmedicallab.com	4/20/10	5645 Hillcraft, Suite 301 Houston, TX 77036
5.Prescription Supply	EM	wvanmetre@prescriptionsupply.com tel. (888) 807-2641	4/20/10	11720 Marksberrylane Unit D Cincinnati, Ohio 45249
6.McKesson Medical Surgical	EM	government.sales@mckesson.com	4/20/10	8121 Tenth Avenue North Golden Valley, MN 55427
7.Central Texas Medical Equipment	EM	nkwoma@hotmail.com	4/22/10	Tel: (512) 451-9704 Fax: (512) 451-9760
8.Smth Medical Partners	EM	Dan.Kellermeyer@hdsmith.com	4/22/10	Tel: (800) 292-9653 Fax: (630) 227--9220
9.Stanbio Laboratory Susan BAgwell	EM	sbagwell@stanbio.com Tel: 830-249-0772	4/21/10	1261 North Main Street Boerne, TX 78006
10. Garcia Quintanilla & Palacios Isaac Tawil	EM	Isaac@gqplaw.com	4/26/10	5526 N. 10th Street McAllen, Txas78504 Tel: 956-682-9477
11. Ever Ready First Aid & Medical Supplies	EM	mweber@everreadygroup.com Miri Weber (800) 347-3494	4/26/10	101-01 Foster Ave. Brooklyn, NY 11236

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-10-165-06-15

THIS AGREEMENT (the "Agreement") is entered on June 15, 2010 by and between **MAO Pharmacy, Inc. dba Westwood Pharmacy a Virginia Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Contraceptives-Patch, Injection & Pill," on an "As Needed Basis Only"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Contraceptives- Injection & Pill (Injection Only)"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year commencing from June 15, 2010 to June 14, 2011 with the County sole option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only

to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller: MAO Pharmacy, Inc. dba Westwood Pharmacy
Attention: Jake Pasternak, CFO
5823 Patterson Avenue
Richmond, VA 23226

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

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

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

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

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

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

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____

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

By:_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____
Printed Name:_____
Title:_____
Date:_____

Exhibit "A"
Request for Bid (RFB)
Procurement Packet

Bid №2010-165-05-05	Buyer: Yolanda Z. Velasquez	Tel. № (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY – HEALTH & HUMAN SERVICE DEPARTMENT

"CONTRACEPTIVES-INJECTION AND PILL"

Bid Opening Date: Wednesday, May 05, 2010 @ 9:30 a.m.

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281 New Administration Bldg.
Edinburg, Texas 78539
(956) 318-2626

1. Sealed bids will be received for **"Contraceptives – Injection and Pill –Hidalgo County - Health & Human Service Department"** 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 Nº 2010-165-05-05-YZV -Contraceptives-Injection & Pill- Hidalgo County Health & Human Service Department"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539, **on or before 9:30 a.m., Wednesday, May 05, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO "REQUEST FOR BIDS 2010-165-05-05-YZV – RFB Contraceptives-Injection & Pill for Hidalgo County Health & Human Service Department".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS:

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

Hidalgo County Purchasing Department

Martha L. Salazar, Purchasing Agent

(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **"Contraceptives- Injection and Pill – Hidalgo County Health & Human Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM **May 05 , 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. 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

Contraceptives- Injection & Pill –

Hidalgo County - Health & Human Service Department

BID No.: 2010-165-05-05-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

HIDALGO COUNTY-HEALTH & HUMAN SERVICES

"Contraceptives- Injection & Pill"

BID Nº 2010-165-05-05-YZV

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications, Requirements and/or Terms and Conditions:

All purchases of product will be on an "as needed basis only" there is no guaranteed volume.

Birth Contraceptive Injection:

Medroxyprogesterone acetate injectable suspension, USP contraceptive injection 150mg/ml, 1 Single dose vial for intramuscular use only.

1. Each Contraceptive Injection will contain 150 mg. Medroxyesterone Acetate, 28.9 mg. Polyethylene Glycol 3350 mg. Polysorbate 80, 8.68 mg. Sodium Chloride, with the following added as preservatives: 1.37 mg. Methylparaben, 0.150mg. Propylparaben
2. When necessary, PH was adjusted with sodium hydroxide and/or hydrochloric acid.
3. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Birth Control Pill:

(A) (LOW DOSE)

1. Must be a tablet containing 0.180 mg norgestimate and 0.035 mg ethinyl estadiol.
2. Must be able to be used in an unopened box for two years from manufacturing date.
3. Generic Brand must be compatible to Ortho Tri Cycle, which is used in all Health Clinics sites.
4. Must have the capability to store dry at a room temperature (65 – 80 F.)
5. Box of 168 tablets in a 6x28 tab packet count.

(B) (HIGH DOSE)

Nortrel (norethidrone and ethinyl estradiol tablets, USP) 1/35, 28 day regimen.

1. Each yellow tablet (21) must contain 1 mg Norethidrone and 0.035 mg Ethinyl estradiol.
2. Generic Brand must be compatible too Ortho-Novum,1/35 (or equivalent to).
3. Each white tablet (7) contains inert ingredients.
4. Box of 168 Tablets in a 6x28 tab packet count.

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

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 contract.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost 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 to 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 are 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 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.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE**

ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 28, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 30, 2010 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-165-05-05-YZV

COMPANY:_____

Option I: Initial one (1) year term:

Birth Control Injection:

	Price	Pack Size
Each		
Total Per Pack		

Birth Control Pill – High Dose

	Price	Pack Size
Each	$	
Total Per Pack	$	

Birth Control Pill – Low Dose

	Price	Pack Size
Each	$	
Total Per Pack	$	

Vendor Notes:

Option II: Initial one (1) year with an **additional** one year term:

Birth Control Injection:

	Price	Pack Size
Each	$	
Total Per Pack	$	

Birth Control Pill – High Dose:

	Price	Pack Size
Each	$	
Total Per Pack	$	

Birth Control Pill- Low Dose

	Price	Pack Size
Each	$	
Total Per Pack	$	

Vendor Notes:

Bidder/Company Name:_____

Address:_____

City/State/Zip Code:_____

Phone Nº:( )_____ Fax Nº:( )_____

Cell Nº: ( )_____email:_____

Authorized Signature:_____

Printed Name:_____

Title: _____Date: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE 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					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-165-05-05-YZV

COMPANY: Westwood Pharmacy

Option I: Initial one (1) year term:

Birth Control Injection:			Birth Control Pill – High Dose		
	Price	Pack Size		Price	Pack Size
Each	$26.50	1 ml $16.58	Each	$ 19.26	
Total Per Pack	$26.50	1 ml $99.53	Total Per Pack	$ 115.53	
Birth Control Pill – Low Dose			Vendor Notes: NDC #:		
	Price	Pack Size	Injection: Depo Provera 00009-0746-30		
Each	$ 13.59	28	Pill, High Dose: Nortrel 1/35 00555-9010-58		
Total Per Pack	$ 81.54	6 x 28	Pill, Low Dose: Trinessa 52544-0248-28		

Option II: Initial one (1) year with an **additional** one year term:

Birth Control Injection:			Birth Control Pill – High Dose:		
	Price	Pack Size		Price	Pack Size
Each	$ 27.50	1 ml	Each	$ 20.26	
Total Per Pack	$ 27.50	1 ml	Total Per Pack	$ 121.56	
Birth Control Pill- Low Dose			Vendor Notes:		
	Price	Pack Size			
Each	$ 14.59	28			
Total Per Pack	$ 87.54	6 x 28			

OPENED
9:55am
MAY 0 5 2010
Witnessed

Bidder/Company Name: MAO Pharmacy dba Westwood Pharmacy

Address: 5823 Patterson Avenue

City/State/Zip Code: Richmond, VA 23226

Phone Nº: (804) 288-1933 Fax Nº: (804) 288-1510

Cell Nº: (804)651-1877 email: jake.pasternak@westwoodpharmacy.com

Authorized Signature:

Printed Name: Jake Pasternak

Title: CFO Date: May 3, 2010

Exhibit "C"
Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CL
WESTW-1

DATE (MM/DD/YYYY)
05/03/10

PRODUCER

GHT Insurance Agency, Inc.
P.O. Box 38059
Richmond VA 23231
Phone: 804-428-0000 Fax: 804-428-9991

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

*Westwood Pharmacy
MAO Pharmacy, Inc. T/A
5823 Patterson Avenue
Richmond VA 23226

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Fireman's Ins. Co of Wash., DC	21784
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [ ] OCCUR	CPA0017953-40	01/01/10	01/01/11	EACH OCCURRENCE	$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
						MED EXP (Any one person)	$ 10000
A		[X] Druggists Liability	CPA0017953-40	01/01/10	01/01/11	PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC				GENERAL AGGREGATE	$ 2000000
						PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CPA0017953-40	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
						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	$
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE	CPA0017953-40	01/01/10	01/01/11	EACH OCCURRENCE	$ 3000000
						AGGREGATE	$ 3000000
		DEDUCTIBLE					$
		[X] RETENTION $ 0					$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under SPECIAL PROVISIONS below	WCA0017955-40	01/01/10	01/01/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 500000
						E.L. DISEASE - EA EMPLOYEE	$ 500000
						E.L. DISEASE - POLICY LIMIT	$ 500000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALG1

Hidalgo County
Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Colleen Lovette

ACORD 25 (2009/01)

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AI-21595 **23.G.1.**

Authority to request Work Authorization for Courthouse Water Leaks from S&B Infrastructure"

CC REGULAR

Date:	06/15/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Buildings & Grounds

Information

CAPTION

a.Approval of Work Authorization #2 submitted by S&B Infrastructure (contracted engineer for repairs/renovations of County owned buildings/structures in Pct. #4) with an estimated amount of $_____ for the development and drafting of plans, scopes of work & specifications to eliminate water leaks and/or seepage to the courthouse through the stone building panels and/or roof water puddling.

b. Approval to request proposals from Job Order Contractors:
1. Herrera & Hunt Inc. (awarded through Hidalgo County's membershiop/participation with Harris County Department of Education's JOC Program); and,
2. CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10;
so as to determine the "best value" under Tx. Local Government Code 271.113 or, in the alternative,

c. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same.

BACKGROUND

A walk-thru was conducted on June 09, 2010 at the County Courthouse building roof top and various offices for an assessment of water leaks and as a follow up to previous recommendations by ERO as per attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-412-00-220-010-0-431

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

BUDGETARY IMPACT:

Funding for both engineering services (estimated at $25-30K) and project itself (estimated at $175-200K) will need to be identified and appropritated through Budget Office. (Refer to AI #21645)

Attachments

Link: recommended areas of repair

Link: 271.113 Procurement Code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/11/2010 11:06 AM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 11:15 AM	APRV
3	Olga Garza	Olga Garza	06/11/2010 05:18 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Oscar Garza Started On: 06/09/2010 05:04 PM

Final Approval Date: 06/11/2010

Life-safety improvements must be made regardless of future renovation or maintenance plans. It should also be noted that any improvements to the existing buildings, large or small, must be carried out while the buildings are occupied, unless additional space can be found off site for temporary relocation of staff and operations.

BUILDING SUPPORT SYSTEMS:

Maintenance and expansion of building support systems are needed to accommodate current functions in the Courthouse. If additional programmed spaces are needed, building systems need to be sized appropriately.

The Building Support Systems issues include, but are not limited to:

- Mechanical (HVAC) System
- Electrical System
- Plumbing (including toilet rooms) System
- Data and IT System
- Security System
- Transportation System (Parking, Loading, etc.)
- Prevention of Moisture Infiltration (Site Drainage and Building Envelope)

IMMEDIATE MAINTENANCE NEEDS:

Immediate maintenance needs include Health and Life Safety improvements, as well as other repairs and renovations needed to provide for daily operations and Courthouse functions.

The immediate maintenance needs include, but are not limited to:

- See list under "Health and Life Safety"
- Prevention of further moisture infiltration through roofing, skylights, building envelope, site drainage, etc.
- Clean-up and renovations needed to remove damaged elements (drywall, insulation, ceiling tile, etc.) resulting from moisture infiltration or burst pipes.
- Repair and/or replace leaking pipes
- Repair and/or replace exterior sealant and stone building panels that could fall and injure people below
- Create clear code required egress paths in work areas, corridors, stairwell entrances and building exits.
- Repair and/or replace ADA accessible parking and sidewalks

Key repairs needed in the near term include, but are not limited to re-roofing, asphalt paving, re-grading problem site areas, replacement of panels and caulking of exterior walls, replacement of window glazing and doors, environmental remediation, accessibility improvements, life safety improvements and fire suppression system, as well as electrical, plumbing and mechanical upgrades.

TEX LG. CODE ANN. § 271.113 : Texas Statutes - Section 271.113: PROCUREMENT PROCEDURES

(a) In entering into a contract for the construction of a facility, a governmental entity may use any of the following methods that provides the best value for the governmental entity:

(1) competitive bidding;

(2) competitive sealed proposals for construction services;

(3) a design-build contract;

(4) a contract to construct, rehabilitate, alter, or repair facilities that involves using a construction manager; or

(5) a job order contract for the minor repair, rehabilitation, or alteration of a facility.

(b) Except as provided by this subchapter, in determining to whom to award a contract, the governmental entity may consider:

(1) the purchase price;

(2) the reputation of the vendor and of the vendor's goods or services;

(3) the quality of the vendor's goods or services;

(4) the extent to which the goods or services meet the governmental entity's needs;

(5) the vendor's past relationship with the governmental entity;

(6) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;

(7) the total long-term cost to the governmental entity to acquire the vendor's goods or services; and

(8) any other relevant factor specifically listed in the request for bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1409, Sec. 5, eff. Sept. 1, 2001.

APPLICABILITY; OTHER LAW

ALTERNATIVE PROJECT DELIVERY METHODS FOR CERTAIN PROJECTS

EVALUATION OF BIDS AND PROPOSALS FOR CONSTRUCTION SERVICES

Browse Codes

- US Code
- California Code
- Delaware Code
- Illinois Code
- New York Code
- Texas Code
- More Codes...

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AI-21535 **23.G.2.**

Award- Maintanence & Repair for Elevators located in County Owned Buildings

CC REGULAR

Date:	06/15/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Buildings & Grounds

Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract to sole bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Facilities Management- "Maintanence & Repair for Elevators located in County Owned Buildings: RFB No. 2010-126-05-26-MEG.

BACKGROUND

No Current Contract in place.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available balance of $219,917.72 as of 06/11/10.

Attachments

Link: Memo of recommedation

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/11/2010 10:54 AM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 11:16 AM	APRV
3	Olga Garza	Olga Garza	06/11/2010 03:02 PM	APRV
4	Auditor's Office	Linda Fong	06/11/2010 03:06 PM	APRV

Form Started By: Elena Gomez Started On: 06/07/2010 09:20 AM

Final Approval Date: 06/11/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

RECEIVED
JUN 02 2010
By C. 4:01pm

HIDALGO COUNTY PURCHASING DEPARTMENT

LETTER OF TRANSMITTAL

TO: Hidalgo County Facilities Management **DATE:** January 26, 2010

ATTN: Richard Sunday, Director

BID NO.: "Maintenance & Repair for Elevators Located in County Owned Buildings"

WE ARE SENDING YOU THE FOLLOWING

COPIES	DESCRIPTION
1 sole participant	RFB 2010-126-05-26-MEG

THESE ARE TRANSMITTED AS CHECKED BELOW:

- ☐ AS REQUESTED
- ✔ FOR SIGNATURES AND RECOMMENDATION
- ☐ FOR SIGNATURES
- ☐ OTHER _____

MEMORANDUM

TO: Richard Sunday, Director
Hidalgo County Facilities Management

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: May 27, 2010

RE: Bid No. 2010-126-05-26-MEG -HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"

Attached you will find **one (1) copy** of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than WEDNESDAY, JUNE 2, 2010 @ 4:30 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, TUESDAY, JUNE 15, 2010**

If you should have any questions or need additional information please contact me at (956) 318-2626 x=4855

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
Thyssen-Krupp	Sole bidder & avg $263/elevator less than +/- avg $300 service call
ACCOUNT: 0-1100-419-40-820-001-0-431	

Richard M. Sunday Richard M. Sunday 2 JUNE 2010

Authorized Signature Printed Name Date

Hidalgo County
Tabulation Sheet
"Maintenance & Repairs for Elevators Located In County Owned Buildings"
RFB NO,: 2010-126-05-26-MEG

ThyssenKrupp Elevators					
	MAINTENANCE MONTHLY RATE per unit		SERVICE CALLS		
	Hydro	Cable Traction	Normal Hrs 8 AM-5 PM	After hours Nights, weekends & Holidays	Emergency Calls
4 Elevators	**Courthouse**				
1 Main Lobby west side		400.00	0.00	0.00	0.00
2 Main Lobby east side		400.00	0.00	0.00	0.00
3 Northeast side	275.00		0.00	0.00	0.00
4 Northeast side	275.00		0.00	0.00	0.00
1 Elevator	**County Clerk Warehouse**				
1 Cty Clerks Warehouse	200.00		0.00	0.00	0.00
2 Elevators	**Delta Building Warehouse**				
1 left-north 2 story	175.00		0.00	0.00	0.00
2 Elevator right-South, 2 story	175.00		0.00	0.00	0.00
4 Elevators	**Administration Building**				
1 Main Lobby/Atrium	300.00		0.00	0.00	0.00
2 Main Lobby/Atrium	300.00		0.00	0.00	0.00
3 County Judge Office North Side	200.00		0.00	0.00	0.00
4 On the South Side	200.00		0.00	0.00	0.00
Price per unit for any additional elevators					
2 Floors	No Bid	No Bid	No Bid	No Bid	No Bid
3 Floors	No Bid	No Bid	No Bid	No Bid	No Bid
4 Floors	No Bid	No Bid	No Bid	No Bid	No Bid
5 Floors	No Bid	No Bid	No Bid	No Bid	No Bid
TOTAL COST	2,100.00	800.00	0.00	0.00	0.00

#	Name of Trained Mechanic	NO. of Years	TYPE OF TRAINING/SOURCE
1	**Roy Rangel**	**28 Yrs**	**NEIEP: National Elevator Industry Education Prog.**
2	**Mark Castro**	**15 Yrs**	**NEIEP**
3	**Don Prescott**	**29 Yrs**	**NEIEP**
4	**David Garza**	**10 Yrs**	**NEIEP**
5	**Bobby Schumann**	**31 Yrs**	**NEIEP**

PURCHASING DEPARTMENT
County Of Hidalgo

COPY

MAY 10, 2010

THYSSEN KRUPP ELEVATOR
5449 BEAR LANE, SUITE 406
CORPUS CHRISTI, TX 78405
(800)334-8984 OFFICE; (866)228-5158 FAX
GREGG LAZNOVSKY - SALES MANAGER

Re: **HIDALGO COUNTY**
Request for Bids -**"Maintenance & Repairs for Elevators Located in County Owned Buildings"**
RFB-2010-126-05-26-MEG

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/meg

Enclosures

Bid
for
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for
ELEVATORS LOCATED in COUNTY OWNED BLDGS"
BID NO.: 2010-126-05-26-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: ThyssenKrupp Elevator
Address: 5449 Bear Lane, Suite 406 - Corpus Christi, TX 78405
By: Gregg Laznovsky
Printed Name: Gregg Laznovsky
Title: Sales Manager

(This page must be submitted with bid)

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"Maintenance & Repair for Elevators Located in County Owned Buildings"

RFB: 2010-126-05-26-MEG

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED In COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

OPENED 10:11 a.m. 5/24/10 Witnessed

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	MAINTENANCE MONTHLY RATE per unit		SERVICE CALLS		
	Hydro ~~Traction~~	Cable Traction	NORMAL HRS 8 AM-5 PM	After hours Nights, weekends & Holidays	Emergency Calls
4 Elevators	**Courthouse**			**100 N Closner**	
1 Main Lobby west side (cable-electric type)	$	$ 400.00	$ 0.00	$ 0.00	$ 0.00
2 Main Lobby east side (cable-electric type)	$	$ 400.00	$ 0.00	$ 0.00	$ 0.00
3 Northeast side (hydro-electric type)	$ 275.00	$	$ 0.00	$ 0.00	$ 0.00
4 Northeast side (hydro-electric type)	$ 275.00	$	$ 0.00	$ 0.00	$ 0.00
1 Elevator	**County Clerk Warehouse**			**317 N. Closner**	
1 Cty Clerks Warehouse (hydro-electric type)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
2 Elevators	**Delta Building Warehouse**			**3100 S. Business Hwy 281**	
1 Elevator left- North 2 story freight elevator-No Passenger (hydro-electric type)	$ 175.00	$	$ 0.00	$ 0.00	$ 0.00
2 Elevator right-South, 2 story freight elevator-No Passenger (hydro-electric type)	$ 175.00	$	$ 0.00	$ 0.00	$ 0.00
4 Elevators	**Administration Building**			**100 E CANO**	
1 Main Lobby/Atrium (hydro-electric)	$ 300.00	$	$ 0.00	$ 0.00	$ 0.00
2 Main Lobby/Atrium (hydro-electric)	$ 300.00	$	$ 0.00	$ 0.00	$ 0.00
3 County Judge Office North Side (small hydro-electric)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
4 On the South Side (small hydro-electric)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
2 Floors	$	$	$	$	$
3 Floors	$	$	$	$	$
4 Floors	$	$	$	$	$
5 Floors	$	$	$	$	$
TOTAL COST	$ 2,100.00	$ 800.00	$ 0.00	$ 0.00	$ 0.00

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS
LOCATED in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

*** Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

	NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1	ROY RANGEL	28 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
2	MARK CASTRO	15 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
3	DON PRESCOTT	29 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
4	DAVID GARZA	10 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
5	BOBBY SCHUMANN	31 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM

BIDDER/COMPANY NAME: THYSSEN KRUPP ELEVATOR

ADDRESS: 5449 BEAR LANE, SUITE 406

CITY: CORPUS CHRISTI **STATE:** TX **ZIP CODE:** 78405

PHONE No: (800) 234-8984 **FAX No:** (866) 228-5158

AUTHORIZED SIGNATURE: Gregg Laznovsky

PRINTED NAME: GREGG LAZNOVSKY

TITLE: SALES MANAGER **DATE:** 05/21/10

EMAIL: gregory.laznovsky@thyssenkrupp.com

ThyssenKrupp Elevator

May 21st, 2010

Branch Office:

5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(361) 299-0033 office
(866) 228-5158 fax

Rio Grande Valley Office

324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(866) 228-5158 fax

Non-Emergency 24/7 Trouble Call Phone Number: **(800) 364-9023**
Emergency 24/7 Trouble Call Phone Number: **(800) 364-9023**

Dear Sirs,

Here is a list of the personnel we have working for us in your area.

Office Personnel Information – Corpus Christi (C. C.) Branch Office:

Micky Warren	Branch Manager	Cell: (361) 533-2351
Donnye Mayfield	Service Manager	Cell: (361) 438-2501
Kristin Smith	Sales Representative	Cell: (361) 779-3781
Gloria McGrew	Office Manager	
Glenda Cook	Accounting	

Office Personnel Information – Rio Grande Valley (RGV) Office:

Gregg Laznovsky	Sales Manager	Cell: (956) 592-0210

Technical Service and Operations Personnel Information - RGV:

Mark Castro	Service Technician/Mechanic / Upper Valley & Laredo
Roy Rangel	Service Technician/Mechanic / Upper Valley & Laredo
Roger Salinas	Service Technician/Helper / So. Padre Island & Lower Valley, Laredo
Mitch Mayfield	Service Technician/Mechanic / So. Padre Island & Lower Valley
Don Prescott	Service Technician/Mechanic / Upper Valley & Lower Valley
David Garza	Service Technician/Mechanic / Upper & Lower Valley, Laredo
Randy Engle	Service Technician/Mechanic / So. Padre Island & Lower Valley
Dos Myrick	Construction/ Mechanic
Clinton Kaiser	Construction/Mechanic
Jorge Velazquez	Construction/Helper
Floyd Stewart	Construction/Mechanic
Felix Saucedo	Construction/Helper
Mike Nesrsta	Service Repair/Mechanic / Upper & Lower Valley, Laredo, Corpus Christi
Robert Schumann Jr.	Service Repair/Helper/Victoria, Laredo, Corpus Christi, Rio Grande Valley
Steve Maxson	Service Technician/Mechanic & Adjuster

Technical Service and Operations Personnel Information – C. C.:

Robert Schumann	Service Technician/Mechanic & Adjuster
Steve Maxson	Service Technician/Mechanic & Adjuster
Price Tulley	Service Technician/Mechanic
Richard Arispe	Service Repair Mechanic

Technical Service and Operations Personnel Information – Victoria:

Don Debose	Service Technician/Mechanic
Kirby Brandt	Service Technician/Mechanic

Technical Service and Operation Personnel Information – Laredo:

Sal Mendoza	Service Technician/Mechanic/Laredo
Price Tulley	Service Technician/Mechanic / Corpus Christi & Laredo
Richard Arispe	Service Technician/Mechanic / Corpus Christi & Laredo
Roy Rangel	Service Technician/Mechanic / Rio Grande Valley & Laredo

******NOTE:**

During the event of any elevator breakdowns, emergency or non-emergency, it is always recommended that all "Trouble Calls" be reported to the 24/7 ThyssenKrupp Answering Service at (800) 364-9023. By calling our answering service there will always be an electronic report of all callbacks and this will also make sure that the customer will get the quickest response time from our local Route Mechanics/Technicians should your normally assigned Service Technician be on vacation or out sick.

Cell Phone Numbers for Local Route Mechanics:

Roy Rangel	Cell: (956) 491-6195	Route Mechanic
Mark Castro	Cell: (956) 491-6484	Route Mechanic
David Garza	Cell: (361) 774-0736	Route Mechanic
Don Prescott	Cell: (956) 325-6276	Route Mechanic
Bobby Schumann	Cell: (361) 549-5158	Service Adjuster
Donnye Mayfield	Cell: (361) 438-2501	Service Manager

ThyssenKrupp Elevator
Attn: Gregg Laznovsky – Sales Manager
324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(866) 228-5158 fax
(956) 592-0210 cell
E-mail: gregory.laznovsky@thyssenkrupp.com
Web: www.thyssenkruppelevator.com

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY

"Maintenance & Repair for Elevators Located in County Owned Buildings"

RFB: 2010-126-05-26-MEG

ACORD CERTIFICATE OF LIABILITY INSURANCE

Date: 01/14/2010

Producer	WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606
Contact	Helen Chen Ph:312-288-7489 Fx:312-621-6865 lke.certificates@willis.com
Insured	THYSSENKRUPP ELEVATOR CORPORATION 2801 NETWORK DR STE 700 FRISCO TX 75034
Contact	

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Lexington Insurance Company	19437
INSURER B	Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
INSURER C	Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
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	Policy Expiration	Limits	
A		General Liability X Commercial General Claims Made X Occurrence Gen'l Agg Limit Applies Per: ☑ Pol ☐ Proj ☐ Loc	037205277 037205276	10/01/2009	10/01/2011	Each Occurrence Fire Damage Medical Expense Personal & Adv. Injury General Aggregate Products-Comp/Ops Aggr	$2,000,000 $2,000,000 $5,000 $2,000,000 $2,000,000 Included
B		Automobile Liability X Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	ASKZ91438879019 (AOS) ASJZ91438879039 (PR)	10/01/2009	10/01/2010	Combined Single Limit Bodily Injury (Person) Bodily Injury (Accident) Property Damage	$2,000,000
		Garage Liability Any Auto				Auto Only (Accident) Other Than Auto Only: Each Accident Aggregate	
		Excess Liability Occur Claims Made Deductible Retention $				Each Occurrence Aggregate	
C		Worker's Compensation and Employers' Liability Any Proprietor / Partner / Executive Officer / Member Excluded? If yes, describe under Special Provisions below	WLRC45702911 (AOS) WLRC4570290A (CA)	10/01/2009	10/01/2010	WC Statutory Limits X Other EL Each Accident EL Disease - Policy Limit EL Disease - Ea Employee	 1,000,000 1,000,000 1,000,000
		Other Coverages					

RECEIVED
JAN 21 2010
BY 2:54pm

Description of Operation/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions
RE: ELEVATOR MODERNIZATION JOB# 077FAJ791-94 HIDALGO COUNTY ADMINISTRATION BUILDING - EDINBURG TX

Certificate Holder

COUNTY OF HIDALGO
ATTN: HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Cancellation

CKDO-7ZQ2AF-100114161329

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 mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

THYSSENKRUPP ELEVATOR

2801 NETWORK BLVD. STE 700
FRISCO TX 75034-0000
(866) 864-2596 (PHONE)
(972) 963-5223 (FAX)

LETTER OF TRANSMITTAL

TO: HIDALGO CNTY PURCHASING DEP
ATTN: MARTHA SALAZAR
2802 S BUSINESS HWY 281
EDINBURG TX 78539-0000

DATE: 01/15/2010

OUR JOB NO.: 077FAJ791-94

RE: HIDALGO CNTY ADMIN

WE ARE SENDING YOU:

* INSURANCE CERTIFICATES:
STANDARD

COMMENTS:

Please return requested documents to the above address.

Copy to: ThyssenKrupp/ CORPUS CHRISTI

Signed: JIM BAIRD
CONTRACT ADMINISTRATION

FDL052

Insurance Requirement Acknowledgment

I, GREGG LAZNOVSKY, authorized representative for THYSSENKRUPP ELEVATOR, 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: $ 2,000,000.00 General Liability: $ 2,000,000.00

☑ have already been met, see attached copy of insurance certificate.

Gregg Laznovsky
Authorized Representative

05/21/10
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, Gregg Laznovsky, 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.

Gregg Laznovsky
Authorized Signature

05/21/10
Date

Thyssen Krupp Ecevator
Company

5449 Bear Lane, Suite 406
Address

Corpus Christi, TX 78405
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY

"Maintenance & Repair for Elevators Located in County Owned Buildings"

RFB: 2010-126-05-26-MEG

70 2009 02032883

Edinburg,TX 78540

Instrument Number: 2009-2032883

As

Recording

Recorded On: September 09, 2009

Parties:

To

Billable Pag

Number of Pag

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

************** THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2032883

Receipt Number: 1067343

Recorded Date/Time: September 09, 2009 02:09P

User / Station: I Leal - Cash Station 02

Record and Return To:

THYSSENKRUPP ELEVATOR
C/O GREGG LAZNOVSKY
5449 BEAR LANE STE. 406
CORPUS CHRISTI TX 78405

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

---

icial Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg, TX 78540

ued To:
THYSSENKRUPP ELEVATOR
C/O GREGG LAZNOVSKY 800-334-8984
5449 BEAR LANE STE. 406
CORPUS CHRISTI TX 78405

Recording Fees

ument cription	Number	Recording Amount
ording CONFLICT OF INTEREST	2032883	16.00
ies		1.00
		17.00

Collected Amounts

ayment ype	Amount
H	20.00
	20.00

Total Received :	20.00
Less Total Recordings:	17.00
Change Due :	3.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Imelda Leal

Receipt#	Date	Time
1067343	09/09/2009	02:09p

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY

"Maintenance & Repair for Elevators Located in County Owned Buildings"

RFB: 2010-126-05-26-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: THYSSEN KRUPP ELEVATOR **Telephone No.** (800) 334-8984

dba Name:

Legal Name: THYSSEN KRUPP ELEVATOR

Mailing Address : 5449 BEAR LN., STE 406 **Fax No.** (866) 228-5158

Physical Address: 5449 BEAR LANE, SUITE 406

City, State, Zip CORPUS CHRISTI, TX 78405 **Tax I.D. No.** 62-1211267

Remit to Address : 5449 BEAR LN., STE. 406 **City, State, Zip** CORPUS CHRISTI, TX 78405

E-Mail Address: gregory.laznovsky@thyssenkrupp.com

Representative(s) Name(s) & Title(s) GREGG LAZNOVSKY - SALES MANAGER

Type of Organization (check one): _____ Individual _____ Partnership ✓ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No. 62-1211267 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: DELAWARE **Date:** 1985 **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:

GREGG LAZNOVSKY, DONNYE MAYFIELD, MICKY WARREN, KRISTIN SMITH, GLORIA McGREW

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

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)
THYSSENKRUPP ELEVATOR CORPORATION

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.)
5449 BEAR LANE, SUITE 406

Requester's name and address (optional)

City, state, and ZIP code
CORPUS CHRISTI, TX 78405

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
6 1 2 1 2 1 1 2 6 1 7

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 ▶ Gregg Szymonsky Date ▶ 05/21/10

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

HIDALGO COUNTY

"Maintenance & Repair for Elevators Located in County Owned Buildings"

RFB: 2010-126-05-26-MEG

PURCHASING DEPARTMENT
County Of Hidalgo

May 18, 2010

RE: ADDENDUM NO.1
RFB No:2010-126-05-26-MEG
HIDALGO COUNTY FACILITIES MANAGEMENT DEPARTMENT "Maintenance & Repair for Elevators Located County Owned Buildings"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY FACILITIES MANAGEMENT DEPARTMENT"** Request for bids for **"Maintenance & Repair for Elevators Located County Owned Buildings".**

Please add this **ADDENDUM NO. 1** to your BID so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Maintenance & Repair for Elevators Located County Owned Buildings" -HIDALGO COUNTY FACITLITES MANAGEMENT DEPARTMENT.**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

THYSSEN KRUPP ELEVATOR
Firm Name

MLS/meg
Enclosures

ADDENDUM NO. 1

May 18, 2010

HIDALGO COUNTY FACILITIES MANAGEMENT DEPARTMENT
"Maintenance & Repair for Elevators Located
County Owned Buildings"
RFB-2010-126-05-26-MEG

Bid Opening Date: May 26, 2010

PLEASE NOTE THE FOLLOWING CHANGES

1. **Please Note**
   2nd PRE-BID CONFERENCE A WALK-THRU
   A pre-bid will be held on **THRUSDAY, MAY 20, 2010 at 2:00 P.M.** at Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

2. Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, Gregory S. Laznovsky, acknowledge receipt of ADDENDUM NO. 1 dated, May 18, 2010 for **RFB-2010-126-05-26-MEG** Hidalgo County Facilities Management Department-"Maintenance & Repair for Elevators Located County Owned Buildings"

GREGORY S. LAZNOVSKY - SALES MGR.
Printed Proposer Name

05/21/10
Date

THYSSENKRUPP ELEVATOR

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-038-6-15

THIS CONTRACT is made and entered into this day 15th of **June , 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Thyssenkrupp Elevator Corporation**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance & Repairs for Elevators Located in County Owned Buildings"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **June 15, 2010** and ending on, **June 14, 2012** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

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

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent

contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Thyssenkrupp Elevator** **Attn: Gregg Laznovsky, Sales Manager** **5449 Bear Lane, Suite 406** **Corpus Christi, TX 78405**

14. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this _____day of _____, 2010

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

MAY 10, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Maintenance & Repairs for Elevators Located in County Owned Buildings"**
RFB-2010-126-05-26-MEG

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/meg

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
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BUILDINGS"
RFB-2010-126-05-26-MEG

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 and Bid Sheets consisting of _9_ pages.**

4. **Exhibit "B" Bid Page, consists of __2__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of _6_ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of _5_ pages.**

9. **Certification Regarding Debarment _1_ page.**
   (Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

May 10, 2010
Date

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

REQUEST FOR BIDS

HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY BUILDINGS"

BID OPENING DATE: MAY 26, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Bids will be received for **HIDALGO COUNTY – "MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-126-05-26-MEG HIDALGO COUNTY-"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MAY 26, 2010 . NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-126-05-26-MEG".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY-"MAINTENANCE & REPAIRS for ELEVATORS LOCATED in COUNTY OWNED BLDGS"** 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 Facilities Management
3100 S. Bus. 281
Edinburg, Texas 78539
ATTN.: Richard Sunday

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**MAY 26, 2010**
Pre-Bid Conference	**MAY 18, 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 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 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
"MAINTENANCE & REPAIRS for
ELEVATORS LOCATED in COUNTY OWNED BLDGS"
BID NO.: 2010-126-05-26-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(This page must be submitted with bid)

EXHIBIT "A"
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS
located in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

SPECIFICATIONS:

Hidalgo County is seeking a contract for full service of Maintaining and repairs of elevators. Vendor (s) must maintain full operation, inspection, testing, certification, maintenance, and repair program which will provide reliable elevator services for the County elevators in full compliance with State of Texas Elevator Inspection Act and with ASME A17.1 (American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.1).

SCOPE:

Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

APPLICABLE STANDARDS:

Contractor shall perform all testing, inspection, repair, removal and installation in a safe manner and in accordance with applicable laws and regulations, In addition to all Building Codes and State Standards.

GENERAL PROVISIONS

This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.
(b) Time of performance (i.e. hours of day, days of week, etc.)
(c) Place of performance of the services.
(d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

SITE VISIT:

Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Richard Sunday, Director, Hidalgo County Facilities Management at (956)318-2646/ ext 4358.

EXHIBIT "A"
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS
located in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

LOCATIONS: Elevators to be serviced, including but not limited to:

- **Hidalgo County Courthouse Building**
  100 N. Closner (HSO Substation)
  Edinburg, TX 78539

  4 Elevators: At the Hidalgo County Courthouse
  - (2) Main lobby west side (cable-electric type-5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (2) Are located on the northeast side and are (hydro-electric types-3 floors)
    - Elevator # 3 left
    - Elevator # 4 right

- **Hidalgo County Clerk Warehouse**
  317 N. Closner
  Edinburg, Texas 78539

  1 Elevator
  - (1) elevator at the County Clerks Warehouse (hydro-electric type-2 floors)

- **Delta Building Warehouse**
  3100 S. Business Hwy 281
  Edinburg, Texas 78539

  1 Elevator
  - (2) Store freight elevator (2 floors)
    - Elevator # 1 North, Two story Freight Elevator, No Passengers
    - Elevator # 2 South, Two story Freight Elevator, No Passengers

The following Elevators will be undergoing modernization at these locations; these elevators will be under warranty for one year after completion of modernization. At the request Hidalgo County these elevators will be incorporate in this contract.

- **Hidalgo County Administration Building**
  100 E. Cano
  Edinburg, Texas 78539

  4 Elevators: At the Hidalgo County Old Administration Building
  - (2) Main lobby/Atrium (hydro-electric- 5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (1) County Judge Office on the North Side Atrium-(small hydro-electric-2 floors)
    - Elevator # 3
  - (1) Elevator on the South Side, across the hall from County Judges Office (small, hydro-electric- 2 floors).
    - Elevator # 4

EXHIBIT "A"
HIDALGO COUNTY
"MAINTENANCE & REPAIRS for ELEVATORS
located in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

POC: Mr. Richard Sunday, Facilities Management
Office 956-289-7858 x4358, Cell 956-457-6116

REQUIREMENTS:

1. During the term of this contract, and upon expiration of any free service agreements (warranties) for elevators identified and detailed herein, the vendor will provide a price on the Bid Page contained in this Procurement Packet for set this project.

2. Hidalgo County reserves the right not to pay any monthly fees on any of the elevators while the modernization is being conducted.

3. Hidalgo County will only pay for elevator repairs and maintenance services which are being serviced during the term of the contract.

EQUIPMENT: The following is a list of equipment to be serviced.

(A) **HYDRAULIC ELEVATORS:** Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packing and packing gland, guide rails and guide shoes.

- **REPLACEMENT PARTS:**
  Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

  (a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

  (b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(B) **ELECTRIC ELEVATORS:** Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire ropes, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibs or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. Vendor shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Facilities Management Director Mr. Richard Sunday, stating the nature of the unsafe condition and recommended corrective action necessary.

EXCLUDED ITEMS:

Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator

controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

MAINTENANCE PROCEDURES AND RECORDS:

Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Facilities Management, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Facilities Management, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS:

Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Facilities Management. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Facilities Management.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS:

Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Facilities Management or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:

(a) Director, Hidalgo County Facilities Management, or his/her representative shall call the Vendor as an emergency as defined above. Vendor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Vendor shall provide immediate response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Facilities Management, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Facilities Management, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING:

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Richard Sunday Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points F of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES:

Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

MECHANIC QUALIFICATIONS:

Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:
Hydro-Electric Traction
Cable Traction
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

INSPECTION AND ACCEPTANCE:

The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF VENDOR:

(a) the vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
(b) Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

NEW SITES:

The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

TERM & CONDITIONS:

1. Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates 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. 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.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.

8. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

9. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

10. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions including but not limited to; renovations/modernizations of the Buildings

11. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

A. 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. 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.
b. 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.
c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
e. 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). Time frame 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:

PRE-BID CONFERENCE WALK THRU

A pre-bid conference walk thru will be held on **TUESDAY MAY 18, 2010 at 9:30 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or walk thru if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday May 19, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday May 21, 2010.

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS
LOCATED in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	MAINTENANCE MONTHLY RATE per unit		**SERVICE CALLS**		
	Hydro Traction	**Cable Traction**	**NORMAL HRS 8 AM-5 PM**	**After hours Nights, weekends & Holidays**	**Emergency Calls**
4 Elevators	**Courthouse**			**100 N Closner**	
1 Main Lobby west side (cable-electric type)	$	$	$	$	$
2 Main Lobby east side (cable-electric type)	$	$	$	$	$
3 Northeast side (hydro-electric type)	$	$	$	$	$
4 Northeast side (hydro-electric type)	$	$	$	$	$
1 Elevator	**County Clerk Warehouse**			**317 N. Closner**	
1 Cty Clerks Warehouse (hydro-electric type)	$	$	$	$	$
2 Elevators	**Delta Building Warehouse**			**3100 S. Business Hwy 281**	
1 Elevator left- North 2 story freight elevator-No Passenger (hydro-electric type)	$	$	$	$	$
2 Elevator right-South, 2 story freight elevator-No Passenger (hydro-electric type)	$	$	$	$	$
4 Elevators	**Administration Building**			**100 E CANO**	
1 Main Lobby/Atrium (hydro-electric)	$	$	$	$	$
2 Main Lobby/Atrium (hydro-electric)	$	$	$	$	$
3 County Judge Office North Side (small hydro-electric)	$	$	$	$	$
4 On the South Side (small hydro-electric)	$	$	$	$	$
2 Floors	$	$	$	$	$
3 Floors	$	$	$	$	$
4 Floors	$	$	$	$	$
5 Floors	$	$	$	$	$
TOTAL COST	**$**	**$**	**$**	**$**	**$**

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS
LOCATED in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

*** Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

	NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1			
2			
3			
4			
5			

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE No: _____ **FAX No:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ❒ Less than 125,000 annual gross receipt
- ❒ Less than 250,000 annual gross receipt
- ❒ Less than 499,000 annual gross receipt
- ❒ More than 500,000 annual gross receipt

- ❒ Black American
- ❒ Hispanic American
- ❒ Asian Pacific American

- ❒ Native American
- ❒ Women
- ❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY

"Maintenance & Repair for Elevators Located in County Owned Buildings"

RFB: 2010-126-05-26-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

Bid Page

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS LOCATED In COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

OPENED 10:11 a.m. 5/24/10 Witnessed

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

	MAINTENANCE MONTHLY RATE per unit		SERVICE CALLS		
	Hydro ~~Traction~~	Cable Traction	NORMAL HRS 8 AM-5 PM	After hours Nights, weekends & Holidays	Emergency Calls
4 Elevators	**Courthouse**				**100 N Closner**
1 Main Lobby west side (cable-electric type)	$	$ 400.00	$ 0.00	$ 0.00	$ 0.00
2 Main Lobby east side (cable-electric type)	$	$ 400.00	$ 0.00	$ 0.00	$ 0.00
3 Northeast side (hydro-electric type)	$ 275.00	$	$ 0.00	$ 0.00	$ 0.00
4 Northeast side (hydro-electric type)	$ 275.00	$	$ 0.00	$ 0.00	$ 0.00
1 Elevator	**County Clerk Warehouse**				**317 N. Closner**
1 Cty Clerks Warehouse (hydro-electric type)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
2 Elevators	**Delta Building Warehouse**				**3100 S. Business Hwy 281**
1 Elevator left- North 2 story freight elevator-No Passenger (hydro-electric type)	$ 175.00	$	$ 0.00	$ 0.00	$ 0.00
2 Elevator right-South, 2 story freight elevator-No Passenger (hydro-electric type)	$ 175.00	$	$ 0.00	$ 0.00	$ 0.00
4 Elevators	**Administration Building**				**100 E CANO**
1 Main Lobby/Atrium (hydro-electric)	$ 300.00	$	$ 0.00	$ 0.00	$ 0.00
2 Main Lobby/Atrium (hydro-electric)	$ 300.00	$	$ 0.00	$ 0.00	$ 0.00
3 County Judge Office North Side (small hydro-electric)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
4 On the South Side (small hydro-electric)	$ 200.00	$	$ 0.00	$ 0.00	$ 0.00
2 Floors	$	$	$	$	$
3 Floors	$	$	$	$	$
4 Floors	$	$	$	$	$
5 Floors	$	$	$	$	$
TOTAL COST	$ 2,100.00	$ 800.00	$ 0.00	$ 0.00	$ 0.00

EXHIBIT "B"
"MAINTENANCE & REPAIRS for ELEVATORS
LOCATED in COUNTY OWNED BLDGS"
BID NO.:2010-126-05-26-MEG

*** Number and experience of trained mechanics and supervisors who will be used in the performance of this contract (See Mechanic Qualifications).**

	NAMED TRAINED MECHANICS	NO. OF YEARS	TYPE OF TRAINING/SOURCE
1	ROY RANGEL	28 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
2	MARK CASTRO	15 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
3	DON PRESCOTT	29 YEARS	NEIEP: NATIONAL ELEVATOR INDUSTRY EDUCATION PROGRAM
4	DAVID GARZA	10 YEARS	NEIEP • NATIONAL ELEVATOR • INDUSTRY EDUCATION PROGRAM
5	BOBBY SCHUMANN	31 YEARS	NEIEP • NATIONAL ELEVATOR • INDUSTRY EDUCATION PROGRAM

BIDDER/COMPANY NAME: THYSSEN KRUPP ELEVATOR

ADDRESS: 5449 BEAR LANE, SUITE 406

CITY: CORPUS CHRISTI **STATE:** TX **ZIP CODE:** 78405

PHONE No: (800) 234-8984 **FAX No:** (866) 228-5158

AUTHORIZED SIGNATURE: Gregg Laznovsky

PRINTED NAME: GREGG LAZNOVSKY

TITLE: SALES MANAGER **DATE:** 05/21/10

EMAIL: gregory.laznovsky@thyssenkrupp.com

ThyssenKrupp Elevator

May 21st, 2010

Branch Office:

5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(361) 299-0033 office
(866) 228-5158 fax

Rio Grande Valley Office

324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(866) 228-5158 fax

Non-Emergency 24/7 Trouble Call Phone Number: **(800) 364-9023**
Emergency 24/7 Trouble Call Phone Number: **(800) 364-9023**

Dear Sirs,

Here is a list of the personnel we have working for us in your area.

Office Personnel Information – Corpus Christi (C. C.) Branch Office:

Micky Warren	Branch Manager	Cell: (361) 533-2351
Donnye Mayfield	Service Manager	Cell: (361) 438-2501
Kristin Smith	Sales Representative	Cell: (361) 779-3781
Gloria McGrew	Office Manager	
Glenda Cook	Accounting	

Office Personnel Information – Rio Grande Valley (RGV) Office:

Gregg Laznovsky	Sales Manager	Cell: (956) 592-0210

Technical Service and Operations Personnel Information - RGV:

Mark Castro	Service Technician/Mechanic / Upper Valley & Laredo
Roy Rangel	Service Technician/Mechanic / Upper Valley & Laredo
Roger Salinas	Service Technician/Helper / So. Padre Island & Lower Valley, Laredo
Mitch Mayfield	Service Technician/Mechanic / So. Padre Island & Lower Valley
Don Prescott	Service Technician/Mechanic / Upper Valley & Lower Valley
David Garza	Service Technician/Mechanic / Upper & Lower Valley, Laredo
Randy Engle	Service Technician/Mechanic / So. Padre Island & Lower Valley
Dos Myrick	Construction/ Mechanic
Clinton Kaiser	Construction/Mechanic
Jorge Velazquez	Construction/Helper
Floyd Stewart	Construction/Mechanic
Felix Saucedo	Construction/Helper
Mike Nesrsta	Service Repair/Mechanic / Upper & Lower Valley, Laredo, Corpus Christi
Robert Schumann Jr.	Service Repair/Helper/Victoria, Laredo, Corpus Christi, Rio Grande Valley
Steve Maxson	Service Technician/Mechanic & Adjuster

Technical Service and Operations Personnel Information – C. C.:

Robert Schumann	Service Technician/Mechanic & Adjuster
Steve Maxson	Service Technician/Mechanic & Adjuster
Price Tulley	Service Technician/Mechanic
Richard Arispe	Service Repair Mechanic

Technical Service and Operations Personnel Information – Victoria:

Don Debose	Service Technician/Mechanic
Kirby Brandt	Service Technician/Mechanic

Technical Service and Operation Personnel Information – Laredo:

Sal Mendoza	Service Technician/Mechanic/Laredo
Price Tulley	Service Technician/Mechanic / Corpus Christi & Laredo
Richard Arispe	Service Technician/Mechanic / Corpus Christi & Laredo
Roy Rangel	Service Technician/Mechanic / Rio Grande Valley & Laredo

****NOTE:**

During the event of any elevator breakdowns, emergency or non-emergency, it is always recommended that all "Trouble Calls" be reported to the 24/7 ThyssenKrupp Answering Service at (800) 364-9023. By calling our answering service there will always be an electronic report of all callbacks and this will also make sure that the customer will get the quickest response time from our local Route Mechanics/Technicians should your normally assigned Service Technician be on vacation or out sick.

Cell Phone Numbers for Local Route Mechanics:

Roy Rangel	Cell: (956) 491-6195	Route Mechanic
Mark Castro	Cell: (956) 491-6484	Route Mechanic
David Garza	Cell: (361) 774-0736	Route Mechanic
Don Prescott	Cell: (956) 325-6276	Route Mechanic
Bobby Schumann	Cell: (361) 549-5158	Service Adjuster
Donnye Mayfield	Cell: (361) 438-2501	Service Manager

ThyssenKrupp Elevator
Attn: Gregg Laznovsky – Sales Manager
324 W. Ocean Blvd., Suite 207
Los Fresnos, Texas 78566
(956) 233-1136 office
(866) 228-5158 fax
(956) 592-0210 cell
E-mail: gregory.laznovsky@thyssenkrupp.com
Web: www.thyssenkruppelevator.com

EXHIBIT "C"
Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

Date: 01/14/2010

Producer	WILLIS OF ILLINOIS INC 233 S WACKER DRIVE SUITE 2000 CHICAGO IL 60606
Contact	Helen Chen Ph:312-288-7489 Fx:312-621-6865 ltke.certificates@willis.com
Insured	THYSSENKRUPP ELEVATOR CORPORATION 2801 NETWORK DR STE 700 FRISCO TX 75034
Contact	

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Lexington Insurance Company	19437
INSURER B	Wausau Bus Ins Co/Wausau Underwriters Ins Co	26069/26042
INSURER C	Indemnity Ins Co of NA/ACE American Ins Co	43575/22667
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	Policy Expiration	Limits	
A		General Liability X Commercial General Claims Made X Occurrence Gen'l Agg Limit Applies Per: ☑ Pol ☐ Proj ☐ Loc	037205277 037205276	10/01/2009	10/01/2011	Each Occurrence Fire Damage Medical Expense Personal & Adv. Injury General Aggregate Products-Comp/Ops Aggr	$2,000,000 $2,000,000 $5,000 $2,000,000 $2,000,000 Included
B		Automobile Liability X Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	ASKZ91438879019 (AOS) ASJZ91438879039 (PR)	10/01/2009	10/01/2010	Combined Single Limit Bodily Injury (Person) Bodily Injury (Accident) Property Damage	$2,000,000
		Garage Liability Any Auto				Auto Only (Accident) Other Than Auto Only: Each Accident Aggregate	
		Excess Liability Occur Claims Made Deductible Retention $				Each Occurrence Aggregate	
C		Worker's Compensation and Employers' Liability Any Proprietor / Partner / Executive Officer / Member Excluded? If yes, describe under Special Provisions below	WLRC45702911 (AOS) WLRC4570290A (CA)	10/01/2009	10/01/2010	WC Statutory Limits X Other EL Each Accident EL Disease - Policy Limit EL Disease - Ea Employee	 1,000,000 1,000,000 1,000,000
		Other Coverages					

RECEIVED
JAN 21 2010
BY 2:54pm

Description of Operation/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions
RE: ELEVATOR MODERNIZATION JOB# 077FAJ791-94 HIDALGO COUNTY ADMINISTRATION BUILDING - EDINBURG TX

Certificate Holder

COUNTY OF HIDALGO
ATTN: HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S. BUSINESS HWY 281
EDINBURG TX 78539

Cancellation

CKDO-7ZQ2AF-100114161329

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 mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative: Tyler G. Chambers

Acord Corporation 1988

AI-21510 **23.H.1.**

BCAP Application for Payment No.2 Retainage Release and Certificate of Construction Completion - Ramon Leal Subdivision Precinct No.3

CC REGULAR

Date:	06/15/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Acceptance and approval of the following items in connection with Ramon Leal Subdivision with contractor, Closner Construction as submitted through project engineer Izaguirre Engineering Group (C-CAP-09-132-06-08):
a. Application for Payment No. 2 (Retainage Release) in the amount of $9,129.21;
b. “Certificate of Construction Completion” reflecting the completion date of December 2, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-206-00-123-007-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available funds in P.O. #627746 as of 6/10/10 for Retainage Payable is $381.70.

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-206-00-000-006-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Available funds in P.O. #627746 as of 6/10/10 for Retainage Payable is $8,747.51.

Attachments

Link: Certificate of Construction Completion Ramon Leal Subdivision
Link: Application for Payment No. 2 Retainage Release Ramon Leal Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/09/2010 02:15 PM	APRV
2	Purchasing Department	Marty Salazar	06/10/2010 08:47 AM	APRV
3	Budget & Management	Erika Zamora	06/10/2010 08:52 AM	APRV
4	Perla Lopez	Perla Lopez	06/10/2010 10:34 AM	APRV
5	Auditor's Office	Linda Fong	06/11/2010 10:38 AM	APRV

6	Mike Escaname	06/11/2010 05:22 PM	NEW
Form Started By: Marcie Jackson		Started On: 06/03/2010 03:45 PM	
Final Approval Date: 06/11/2010			

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 2nd DAY OF December, 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT: CONTRACT DATE: June 8, 2009
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Closner Construction Co., Lc
OF THE CITY OF La Feria STATE OF Texas

PROJECT DESCRIPTION: CONSTRUCTION OF Ramon Leal Sub'd Drainage and Paving Improvements
CONTRACT NO: C-CAP-09-132-06-08
Located in or near the City/Precinct Of Hidalgo County Pct No.2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   NONE

2. That the sum of NONE, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$ 93,167.06
Present Amount of Contract	$ 91,292.06
Total Amount of earned to Date	$ 91,292.06
Less: previous payments	$ 82,162.85
Balance	$ 9,129.21
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 9,129.21

6. That the final payment in the amount of Nine Thousand One Hundred Twenty–Nine Dollars and Twenty-One Cents is now due and payable.

Engineer's Signature

CONCURRED BY:

Closner Construction Co. L.C.
Contractor's Name

By: _____

Title: President

CONCURRED BY:

_____
City/Precinct

By: _____

Title: _____

Exhibit E-M

APPLICATION FOR PAYMENT NO. 2 RETAINAGE

To: HIDALGO COUNTY (OWNER)
From: CLOSNER CONSTRUCTION CO., LC (CONTRACTOR)
Contract: BORDER COLONIA ACCESS PROJECTS - 3rd ROUND
Project: RAMON LEAL SUBDIVISION
Owner's Contract No. C-CAP-09-132-06-08
Engineer's Project No.: Pct 3 - Ramon
For Work accomplished through the date of: November 20, 2009

1. Original Contract Price:		$ 93,167.06
2. Net change by Change Order and Written Agreements(+or-):		$ (1,875.00)
3. Current Contract Price (1 plus 2):		$ 91,292.06
4. Total completed and stored to date:		$ 91,292.06
5. Retainage (per Agreement):		
0% of completed Work:	$ -	
of stored material:		
Total Retainage:	$ -	$ -
6. Total completed and stored to date less retainage (4 minus 5)		$ 91,292.06
7. Less previous Payments:		$ 82,162.85
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$ 9,129.21

Accompanying Documentation:

REQ# 157294 P.O.#627746
0-1200-206-00-123-007-0-000→$381.70
0-1312-206-00-000-006-0-000→$8,747.51

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

CAROLINE C. ROMERO
MY COMMISSION EXPIRES
OCTOBER 18, 2010

Date: 2/4/2010

Closner Construction Co. LC.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this day of Feb. 4, 2010

Caroline C Romero
Notary Public
My Commission expires: 10/18/2010

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: February 3, 2010

ENGINEER
By: Gilberto A Gracia, P.E.

INVOICE RECEIVED BY: Maria Jackson ON 2/11/10
GOODS/SERVICES RECEIVED BY: Maria Jackson ON 2/11/10

Exhibit E-C

CLOSNER CONSTRUCTION CO.,LC	Contractor Name
October 28, 2009	Starting Date
December 27, 2009	Project Ending Date
10%	Retainage Percent

Application No. **(RETAINAGE)**
Application Date: **November 25, 2009**
Period To: **November 20, 2009**
Engineer Firm **IZAGUIRRE ENGINEERING GROUP, LLC**

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
3C1080591	RAMON LEAL	$ 93,167.06	$ 91,292.06	$ 91,292.06	$ -	$ -	$ -	$ 91,292.06	$ -	$ -	$ 91,292.06	$ 82,162.85	$ 9,129.21
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ 93,167.06	$ 91,292.06	$ 91,292.06	$ -	$ -	$ -	$ 91,292.06	$ -	$ -	$ 91,292.06	$ 82,162.85	$ 9,129.21

E-N

Estimate Quantity Update Worksheet

Colonia: RAMON LEAL SUBDIVISION
Roadway: LEAL STREET AND RAMON AVENUE
Control: CSJ 3C1080591
Project No: C-CAP-09-132-06-08
County: HIDALGO
Est No: 2 Retainage
Work Type: PAVING & DRAINAGE
Limits
From: FM 681
To: to the north 770 feet of interior streets

Date: February 3, 2010
Contractor: CLOSNER CONSTRUCTION CO., LC
Original Contract Price: $93,167.06
Total of Change Orders: ($1,875.00)
Revised Contract Price: $91,292.06
Total Work Done: $91,292.06
% Complete: 100.00%

Date Began: August 24, 2009
Work Stoppage Date: August 24, 2009
Work Continued Date: October 28, 2009
Contract Time: 60 calendar days
Time Charged: 23 calendar days
% Time Used: 38.33%

			ORIGINAL CONTRACT			REVISED CONTRACT			PAYMENT APPLICATION No 1			PAYMENT APPLICATION No 2			PAYMENT APPLICATION No 3		
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	QTY	UNIT PRICE	AMOUNT	MO QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO QTY	QUANTITY TO DATE	MONTHLY ITEM COST	MO QTY	QUANTITY TO DATE	MONTHLY ITEM COST
	(901)ADMINISTRATIVE		0														
	(902) PRELIMINARY ENGINEERING		0														
	(903) CONSTRUCTION ENGINEERING		0														
	(904) RIGHT-OF-WAY		0														
	(905) ROADWAY CONSTRUCTION																
RAMON LEAL SUBDIVISION																	
100	PREP ROW	Sta	7.77	$550.00	$4,273.50	7.77	$550.00	$4,273.50	7.77	7.77	$4,273.50						
110	EXCAVATION (ROADWAY)	CY	476	$3.50	$1,666.00	476	$3.50	$1,666.00	476	476	$1,666.00						
164	CELL FIB MULCH SEED (PERM) URBAN CL	SY	1526	$0.90	$1,373.40	1526	$0.90	$1,373.40	1526	1526	$1,373.40						
204	SPRINKLING	MG	31.1	$45.00	$1,399.50	31.1	$45.00	$1,399.50	31.10	31.10	$1,399.50						
216	PROOF ROLLING	SY	4130	$0.85	$3,510.50	4130	$0.85	$3,510.50	4130	4130	$3,510.50						
247	FLEX BASE (RD DEL) TY "E" GR4	CY	556	$17.85	$9,924.60	556	$17.85	$9,924.60	556	556	$9,924.60						
251	REWORK DS RTE (TY D) 6" (DENS CONT)	SY	2501	$2.75	$6,877.75	2501	$2.75	$6,877.75	2501	2501	$6,877.75						
310	PRIME COAT (MC-30)	GAL	411.2	$6.50	$2,672.80	411.2	$6.50	$2,672.80	411.20	411.20	$2,672.80						
340	ASPH CONC ACP SURFACE (TY D) (1 1/2")	SY	2056	$7.35	$15,111.60	2056	$7.35	$15,111.60	2056	2056	$15,111.60						
500	MOBILIZATION	LS	1	$3,500.00	$3,500.00	1	$3,500.00	$3,500.00	1	1	$3,500.00						
502	BARRICADES, SIGNS AND TRAF HANDLE	LS	1	$2,500.00	$2,500.00	1	$2,500.00	$2,500.00	1	1	$2,500.00						
506	TEMP SEDMT CONT FENCE (INSTALL)	LF	140	$3.25	$455.00	140	$3.25	$455.00	140	140	$455.00						
506	TEMP SEDMT CONT FENCE (REMOVE)	LF	140	$1.00	$140.00	140	$1.00	$140.00	140	140	$140.00						
560	MAILBOXES (SINGLE)	EA	7	$175.00	$1,225.00	7	$175.00	$1,225.00	7.00	7.00	$1,225.00						
644	SMALL RDSD SGN ASSM (TY A)	EA	6	$325.00	$1,950.00	6	$325.00	$1,950.00	6	6.000	$1,950.00						
2500	EN-1 TREAT SUB-BASE (DC)	SY	2501	$1.75	$4,376.75	2501	$1.75	$4,376.75	2501	2501	$4,376.75						
2500	EN-1 ROADBOND	GAL	14.1	$125.00	$1,762.50	14.1	$125.00	$1,762.50	14	14.1	$1,762.50						
6000	UTILITY/SERVICE ADJUSTMENTS	LS	1	$1,875.00	$1,875.00	0	$1,875.00	$0.00		0	$0.00						
	RAMON LEAL SUBDIVISION PAVING TOTALS				**$64,593.90**			**$62,718.90**			**$62,718.90**						
	(906) DRAINAGE																
464	RC PIPE (CL III)(18")	LF	104.000	$28.00	$2,912.00	104.000	$28.00	$2,912.00	104	104	$2,912.00						
465	INLET (TYPE "C") (3'X 3' GRATE)	EA	5.000	$1,275.00	$6,375.00	5.000	$1,275.00	$6,375.00	5	5	$6,375.00						
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$1,250.00	$5,000.00	4.000	$1,250.00	$5,000.00	4	4	$5,000.00						
530	DRIVEWAYS (TY PRB-1)	SY	498.27	$8.00	$3,986.16	498.27	$8.00	$3,986.16	498.27	498.27	$3,986.16						
5000	CORRUGATED HDPE CULVERT PIPE (15")	LF	515.000	$20.00	$10,300.00	515.000	$20.00	$10,300.00	515	515	$10,300.00						
	RAMON LEAL SUBDIVISION DRAINAGE TOTALS				**$28,573.16**			**$28,573.16**			**$28,573.16**						
	RAMON LEAL SUBDIVISION PROJECT TOTALS				**$93,167.06**			**$91,292.06**			**$91,292.06**						

Monthly Totals:	$91,292.06
ADMINISTRATIVE (901)	
PRELIMINARY ENGINEERING (902)	
CONSTRUCTION ENGINEERING (903)	
RIGHT-OF-WAY (904)	
ROADWAY (905)	$62,718.90
DRAINAGE (906)	$28,573.16

Total to Date:

Roadway (905):	$62,718.90
Drainage (906):	$28,573.16
Total	$91,292.06

Prepared and Checked Signature: Gilberto A. Gracia
Date: February 3, 2010

Printed Name: GILBERTO A. GRACIA

AI-21517 **23.H.2.**

BCAP Application for Payment No.3, Retainage Release and Certificate of Construction Completion - Hilda Subdivision No.2 Precinct No.3

CC REGULAR

Date:	06/15/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Acceptance and approval of the following items in connection with Hilda Subdivision No. 2 with Valley Paving Inc. as submitted through project engineer Javier Hinojosa Engineering (C-CAP-09-465-12-15):
a. Application for Payment No. 3 (Retainage Release) in the amount of $10,020.01;
b. “Certificate of Construction Completion” reflecting the completion date of May 24, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-206-00-000-009-0-000

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

BUDGETARY IMPACT:

Available funds in P.O. #634895 as of 6/10/10 for Retainage Payable is $10,020.01.

Attachments

Link: Application for Payment No.3 Retainage Release Hilda Subdivision No.2

Link: Certificate of Construction Completion Hilda Subdivision No.2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/09/2010 02:15 PM	APRV
2	Purchasing Department	Marty Salazar	06/10/2010 08:53 AM	APRV
3	Budget & Management	Erika Zamora	06/10/2010 09:56 AM	APRV
4	Perla Lopez	Perla Lopez	06/10/2010 10:47 AM	APRV
5	Auditor's Office	Linda Fong	06/11/2010 10:44 AM	APRV
6	Mike Escaname		06/11/2010 05:22 PM	NEW

Form Started By: Marcie Jackson Started On: 06/04/2010 10:10 AM

Final Approval Date: 06/11/2010

AI-21517 6/15/10 R

APPLICATION FOR PAYMENT NO. 3 (RETAINAGE)

To: HIDALGO COUNTY (OWNER)
From: VALLEY PAVING, INC. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR HILDA SUBDIVISION NO. 2
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR HILDA SUBDIVISION NO. 2
Owner's Contract No. C-CAP-09-465-12-15 Engineer's Project No. 081103
For Work accomplished through the date of: May 14, 2010

1. Original Contract Price:		$100,200.10
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$100,200.10
4. Total completed and stored to date:		$100,200.10
5. Retainage (per Agreement):		
0% of completed Work:	$0.00	
_____ of stored material		
Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)		$100,200.10
7. Less previous Application for Payments:		$90,180.09
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$10,020.01

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **Punch List**
5. **Certificate of Construction Completion**
6. **Contractor' Affidavit of Release**
7. ***Affidavit of Payment of Debts***

REQ# 169541 P.O.#634895
0-1312-206-00-000-009-0-000→$10,020.01
HILDA SUBDIVISION NO.2

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date May 27, 2010

VALLEY PAVING, INC.
(CONTRACTOR)

By: _____
OSCAR CORDOVA
PRESIDENT
321 E. 2 MILE LN.
MISSION, TEXAS 78574

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 27th day of May 2010.

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/2011

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/28/10

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: _____ ON 6/1/10
GOODS/SERVICES RECEIVED BY: _____ ON 6/1/10

Exhibit E-C

VALLEY PAVING, INC.	Contractor Name
02/24/10	Starting Date
5/14/2010	Project Ending Date
10%	Retainage Percent

Application No.	3 (RETAINAGE)
Application Date:	5/28/2010
Period To:	05/14/10
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080324	Hilda Subd. No. 2	$ 100,200.10	$ -	$ 54,199.10	$ 46,001.00	$ -	$ 100,200.10	$ -	$ 10,020.01	$ 100,200.10	$ 90,180.09	$ 10,020.01
		$ 100,200.10	$ -	$ 54,199.10	$ 46,001.00	$ -	$ 100,200.10	$ -	$ 10,020.01	$ 100,200.10	$ 90,180.09	$ 10,020.01

VALLEY PAVING, INC.	Contractor Name
2/24/2010	Starting Date
5/14/2010	Project Ending Date
ROAD & DRAINAGE - HILDA SUBD. NO. 2	Engineer's / County Project Description

Application No.: 3 (RETAINAGE)
Application Date: 5/28/2010
Period To: 5/14/2010
Engineer's / County Project No.: C-CAP-09-465-12-15

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																			
		HILDA SUBDIVISION NO. 2																			
1	100	Preparig ROW	STA	$ 505.00	12.82	$ 6,474.10	$ -	0.00	$ -	12.82	12.82	$ 6,474.10	0	12.82	$ -	-	12.82	$ -	$ 6,474.10	0.00	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 5.50	4160.00	$ 22,880.00	$ -	0.00	$ -	4,160.00	4160.00	$ 22,880.00	0	4,160.00	$ -	-	4,160.00	$ -	$ 22,880.00	0.00	$ -
3	251	Reworking BS Mtrl. (DC)	SY	$ 2.00	4160.00	$ 8,320.00	$ -	0.00	$ -	4,160.00	4160.00	$ 8,320.00	0	4,160.00	$ -	-	4,160.00	$ -	$ 8,320.00	0.00	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 3.75	831.00	$ 3,116.25	$ -	0.00	$ -	-	0.00	$ -	831	831.00	$ 3,116.25	-	831.00	$ -	$ 3,116.25	0.00	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 5.75	3574.00	$ 20,550.50	$ -	0.00	$ -	-	0.00	$ -	3,574.00	3,574.00	$ 20,550.50	-	3,574.00	$ -	$ 20,550.50	0.00	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 150.00	3.00	$ 450.00	$ -	0.00	$ -	1.00	1.00	$ 150.00	2	3.00	$ 300.00	-	3.00	$ -	$ 450.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 12.50	60.00	$ 750.00	$ -	0.00	$ -	-	0.00	$ -	60	60.00	$ 750.00	-	60.00	$ -	$ 750.00	0.00	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 1.85	500.00	$ 925.00	$ -	0.00	$ -	500.00	500.00	$ 925.00	0	500.00	$ -	-	500.00	$ -	$ 925.00	0.00	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 0.50	500.00	$ 250.00	$ -	0.00	$ -	-	0.00	$ -	500	500.00	$ 250.00	-	500.00	$ -	$ 250.00	0.00	$ -
10		Relocate Mail Boxes	LS	$ 1,500.00	1.00	$ 1,500.00	$ -	0.00	$ -	0.50	0.50	$ 750.00	0.5	1.00	$ 750.00	-	1.00	$ -	$ 1,500.00	0.00	$ -
		Total Roadway HILDA SUBDIVISION NO. 2			$	65,215.85		$	-		$	39,499.10		$	25,716.75		$	-	$ 65,215.85	$	-
		DRAINAGE																			
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.75	679.00	$ 8,657.25	$ -	0.00	$ -	-	0.00	$ -	679.00	679.0	$ 8,657.25		679.0	$ -	$ 8,657.25	0	$ -
12	530	Driveway (Concrete 3000 PSI)	SY	$ 42.00	166.00	$ 6,972.00	$ -	0.00	$ -	-	0.00	$ -	166.00	166.0	$ 6,972.00		166.0	$ -	$ 6,972.00	0	$ -
13	556	15" ADS Culvert Pipe	LF	$ 14.00	1050.00	$ 14,700.00	$ -	0.00	$ -	1,050.00	1050.00	$ 14,700.00	-	1,050.0	$ -		1,050.0	$ -	$ 14,700.00	0	$ -
14	556	18" RCP Culvert Pipe	LF	$ 18.25	140.00	$ 2,555.00	$ -	0.00	$ -	-	0.00	$ -	140	140.0	$ 2,555.00		140.0	$ -	$ 2,555.00	0	$ -
15	556	Safety End Treatment	EA	$ 525.00	4.00	$ 2,100.00	$ -	0.00	$ -	-	0.00	$ -	4.00	4.0	$ 2,100.00		4.0	$ -	$ 2,100.00	0	$ -
																	0.0				
		Total Drainage HILDA SUBDIVISION NO. 2			$	34,984.25		$	-		$	14,700.00		$	20,284.25		$	-	$ 34,984.25	$	-

Grand Total for Hilda Sub. No. 2 $ 100,200.10

APPROVED BY: Javier Hinojosa P.E. (Print Name) — May 28, 2010 (Date)

(Signature)

Exhibit E-D

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 24TH DAY OF MAY , 2010 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: December 15, 2009
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Valley Paving, Inc.
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road and Drainage Construction for Hilda Subdivision No. 2

CONTRACT NO: C-CAP-09-465-12-15
Located in or near the City/Precinct Of Hidalgo County Precinct No. 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$100,200.10
Present Amount of Contract	$100,200.10
Total Amount of earned to Date	$100,200.10
Less: previous payments	$ 90,180.09
Balance	$ 10,020.01
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 10,020.01

6. That the final payment in the amount of Ten Thousand Twenty Dollars and One Cent ($10,020.01) is now due and payable.

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:

Valley Paving, Inc.

By: Oscar Cordova

Title: President

CONCURRED BY:

Hidalgo County Judge

By: Rene A. Ramirez

Title: County Judge