AI-21664 **10.B.**

Agua Special Interlocal Agreement

CC REGULAR

Date:	06/22/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and approval of Interlocal Cooperation Agreement between the Agua Special Utility District and the County of Hidalgo, TX.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

County will be providing all necessary equipment, materials, and personnel to conduct inspections and issue permits at its sole cost and expense.

Attachments

Link: notice to proceed

Link: draft order

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 01:53 PM	APRV
2	Auditor's Office	Angela Garcia	06/17/2010 01:55 PM	APRV
3	Erika Zamora	Erika Zamora	06/18/2010 05:25 PM	APRV
4	Purchasing Department		06/18/2010 05:33 PM	NEW

Form Started By: Angela Garcia — Started On: 06/15/2010 01:40 PM

Final Approval Date: 06/18/2010

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 18, 2010

Agua Special Utility District
P.O. Box 4379
Mission, TX 78573-0075

Attn: Emily Rogers; Claudia Russell

Re: Agua Special Utility District's On-site Sewage Facility Order

Dear Mses. Rogers and Russell :

The TCEQ staff has reviewed the proposed Agua Special Utility District's On-Site Sewage Facility Order. Based on our review of your resubmitted June 14, 2010 draft proposal, as revised, this order meets minimum State requirements. Please proceed with the adoption process as outlined in Title 30 TAC Chapter 285, Section 285.10 (b)(5)(A)-(C) and 285.0 (b)(6)(A)-(D), with particular consideration of the following items:

1. Publish notice of a public meeting at least 72 hours before the public meeting, but not more than 30 days before the meeting. The notice must appear in a regularly published newspaper(s) of general circulation in the area of jurisdiction and the notice must include the time, date and location of the public meeting.

2. After the public meeting is held, submit a copy of the following items:
    * A public notice as it appeared in the newspaper(s);
    * A publisher's affidavit from the newspaper(s) in which the public notice appeared;
    * A certified copy of the minutes of the meeting when the order was adopted; and
    * A certified copy of the order that was passed by the Agua SUD Board of Directors.

The approved draft order is enclosed. If further information or assistance is needed, please contact me at (512) 239-4775 or by email at achavez@tceq.state.tx.us .

Sincerely,
Agustin Chavez, PE
On-site Sewage Facility Program

Enclosure

COUNTY OF HIDALGO §

STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is Frank Flores, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the Agua Special Utility District located in Hidalgo and Starr Counties, Texas. Attached hereto are _____( ) pages of records known as the Order Adopting Rules of the Agua Special Utility District for On-Site Sewage Disposal Systems and the minutes of the _____, 2010 meeting adopting the Order. The records are kept by me as General Manager of Agua Special Utility District, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

_____
Frank Flores, General Manager
Agua Special Utility District

BEFORE ME, the undersigned authority, a Notary Public in and for said Hidalgo County, Texas, on this day personally appeared Frank Flores, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

(SEAL)

_____
Notary/Public, State of Texas
My commission expires:

ORDER ADOPTING RULES OF THE AGUA SPECIAL UTILITY DISTRICT FOR ON-SITE SEWAGE DISPOSAL SYSTEMS

PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage disposal systems to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage disposal systems in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage disposal facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Agua Special Utility District should enact a order controlling or prohibiting the installation or use of on-site sewage disposal systems in the service area of the Agua Special Utility District; and

WHEREAS, the Agua Special Utility District finds that the use of on-site sewage facilities in the district's service area is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Agua Special Utility District has considered the matter and deems it appropriate to enact a Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in the boundaries of the Agua Special Utility District.

WHEREAS, the District finds it necessary to amend its rules in order to accomplish the purposes for which it was created; and

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF THE AGUA SPECIAL UTILITY DISTRICT THAT:

SECTION 1. PREAMBLE. All of the above premises are hereby found to be true and correct legislative and factual findings of the District and are hereby approved and incorporated into the body of this order as if copied in their entirety.

SECTION 2. CONFLICTS. This Order replaces any other on-site sewage facility (OSSF) authorized agent order or resolution adopted by the Agua Special Utility District.

SECTION 3. CHAPTER 366. The Agua Special Utility District clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully

enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in this Order.

SECTION 4. That the Rules of Agua Special Utility District are hereby amended by adding new Article 12: On-Site Sewage Disposal Systems, which said article reads as follows:

Sec. 12-1. Area of Jurisdiction.

This Article shall apply to all the areas lying within the boundaries of the Agua Special Utility District located within Hidalgo County, but does not apply to any of the areas within the District that are within the incorporated areas of any municipality that is wholly or partially located within the District. The areas to which this Article applies shall be referred to as the "Jurisdictional Area" for purposes of this Article.

Sec. 12-2. OSSF Requirements.

(a) Any permit issued for an on-site sewage facility (OSSF) within the jurisdictional area of the District shall comply with this Article.

(b) Chapter 285, Subchapters A and G of Title 30 of the Texas Administrative Code and the rules of Hidalgo County, Texas relating to on-site sewage facilities and all future amendments and revisions thereto, and are hereby adopted and incorporated by reference and are thus made a part of the Rules of the District.

(c) All Texas Water Development Board statutes, rules and regulations now or hereafter applicable to an economically distressed area shall apply to permitting associated with on-site sewage facilities.

(d) A permit shall be required for all OSSFs located within Jurisdictional Area regardless of the size of the tract to be served by the facility. Pursuant to the Interlocal Agreement between the District and Hidalgo County incorporated into this Article under section 12-3, an applicant shall apply to the County for all required permits necessary to comply with the requirements of this Article.

(e) Prior to the issuance of a permit, and in order to ensure floodplain issues are properly addressed, an applicant for an OSSF must obtain determination from the Hidalgo County Floodplain Administrator that the tract to be serviced by the OSSF is in compliance with the Hidalgo County Flood Damage Prevention Order.

(f) An applicant is required to insure that all persons and/or entities retained by the applicant to install an OSSF on the applicant's tract maintain a copy of their current certificate/registration at the job-site while installation of the OSSF is in progress.

(g) A re-inspection fee is due to the County on the OSSF each time a re-inspection is required. The re-inspection fee shall be set in accordance with the Interlocal Agreement, as adopted pursuant to section 12-3 of this article, and may be revised from time to time.

(h) In no case shall the sewer line diameter for the proposed OSSF be reduced to a size smaller than the sewer stub-out for the improvements to be serviced by the OSSF.

(i) No personal property, including but not limited to picnic tables, play equipment or BBQ pits shall be placed within the surface application spray area of the OSSF installed on the applicant's tract.

(j) All officials and employees of the Agua Special Utility District, and of Hidalgo County, having duties under this Article are authorized to perform such duties as are required of them under this Article.

(k) An applicant for an OSSF shall obtain from the County an installation permit and a final inspection permit before each phase of inspection. The installation permit and final inspection permit fees shall be set by the County Commissioners Court and the County may revise this fee from time to time.

(l) The installation permit shall be obtained by the applicant before beginning any development or construction. The homeowner/developer must present to the County the appropriate OSSF site plans and meet all of the OSSF guidelines as required by the District, Hidalgo County and TCEQ. In addition, the homeowner/developer must have approval from the Hidalgo County Planning Department prior to site development before starting construction. In the event of a commercial development, the owner/developer shall obtain a Fire Marshal inspection/approval to assure continuation of the project. The Fire Marshal must be an official representative of the County. The homeowner/developer has one (1) year to construct its OSSF(s) from the date an installation permit is issued by the County. Should construction not be completed and a final inspection conducted by County within one (1) year from the date of the issuance of the installation permit, then the County shall require the homeowner/developer to submit a new application and fee as described herein.

(m) The final inspection permit shall be obtained when the dwelling/commercial development is completed and the final connections from the dwelling/commercial development to the system are made and confirmed. The final inspection will also consist of a confirmation that the system installed meets the guidelines in accordance to the final square footage of the structure built. In the event that the dwelling/commercial development constructed is larger than initially approved by the County and Hidalgo County Planning Department officials, the homeowner may be required to upgrade the OSSF in

order to meet the District, Hidalgo County, and TCEQ requirements. Final approval of the dwelling/commercial development will not be given until the final inspection by the County is completed.

(n) Upon final inspection, the County's inspectors must visually confirm that the identified dwelling/commercial development is physically connected to the OSSF. In addition, the inspector must verify that there is no additional dwelling connected to the single approved system. These inspections are to assure that Hidalgo County's requirements are met in regards to the "one single family detached dwelling per lot rule."

(o) It is the homeowner's responsibility to ensure that only one officially approved dwelling is connected to the OSSF. Violation of this requirement may lead to an issuance of a citation resulting in fines and additional legal action.

(p) In the event of a pre-existing building or agricultural site requiring an electrical service, an inspection must be made to assure that there is no additional structure illegally connected to the existing OSSF.

(q) Regarding multi-family units, i.e., duplex, apartments, etc., the owner/developer shall meet all the District's, Hidalgo County's, and TCEQ requirements concerning the OSSF, i.e., tank capacity, length of drain field and the size of lot to be built on. In addition, the owner/developer must meet all the Hidalgo County Planning Department requirements and Hidalgo County Fire Marshall guidelines.

Sec. 12-3. Interlocal Agreement with the County.

(a) The Interlocal Agreement between Hidalgo County and Agua Special Utility District, attached hereto as Appendix A to this Article, is hereby adopted as rule by reference and incorporated herein and is thus made a part of the Rules of the District.

(b) Acting on behalf of the District pursuant to the Interlocal Agreement, Hidalgo County is authorized to permit and inspect all OSSFs within the Jurisdictional Area, may charge any and all necessary fees directly to the applicant and the permittee for services rendered on behalf of the District, and may bring enforcement actions against any person or entity that violates this Article.

(c) All fees collected for permits and/or inspections shall be made payable to the Hidalgo County. A fee of $10 will also be collected for each OSSF permit to be paid to the On-Site Wastewater Treatment Research Council as required by the THSC, Chapter 367.

(d) Hidalgo County's designated representative, as required by section 285.2(17) of Title 30 of the Texas Administrative Code, shall be the District's designated representative.

(e) On behalf of the District, the County is authorized to enforce this Article and to undertake the activities and enforcement responsibilities required by section 285.71 of Title 30 of the Texas Administrative Code.

Sec. 12-4. Appeals.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Board of Directors of the Agua Special Utility District.

SECTION 5. DUTIES AND POWERS. The Designated Representative (DR) (30 TAC § 285.2(17)) of the Agua Special Utility District must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 6. ENFORCEMENT PLAN. The District clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 relating to Authorized Agent Enforcement. This Order adopts and incorporates all applicable provisions related to OSSFs, which includes, but is not limited to, those found in Chapters 341 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 7. SEVERABILITY. It is hereby declared to be the intention of the Board of Directors of the District, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the board without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 8. RELINQUISHMENT OF ORDER. If the Board of Directors for the District finds that it no longer wishes to regulate OSSFs in its area of jurisdiction, the board, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4). After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 9. EFFECTIVE DATE. This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

SECTION 10. NOTICE AND MEETING CLAUSE. It is hereby officially found and determined that the meeting at which this Order was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ____ day of _____, 2010.

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

STATE OF TEXAS

COUNTY OF HIDALGO

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE AGUA SPECIAL UTILITY DISTRICT AND
COUNTY OF HIDALGO, TEXAS.

WITNESSETH:

WHEREAS, Agua Special Utility District (the "District") is a special utility district created by SB 3, Article 9, 80th Legislature (amending Chapter 7201, Special District Local Laws Code);

WHEREAS, County of Hidalgo is a county in the State of Texas (the "County");

WHEREAS, the District is in need of obtaining services for the inspection, permitting, and enforcement of on-site sewage facilities (OSSFs) within the unincorporated areas within its jurisdiction in Hidalgo County, Texas and desires to obtain such services from County;

WHEREAS, County has the expertise, personnel, and equipment to provide certain inspection, permitting, and enforcement services on behalf of the District as further described herein (the "Services");

WHEREAS, both parties recognize the environmental benefits of regulating, inspecting and permitting OSSFs and desire to cooperate with each other to meet local and state OSSF requirements;

WHEREAS, the District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. On behalf of the District, the County shall inspect and permit OSSFs within the unincorporated areas within the District's jurisdiction in Hidalgo County, Texas (hereineafter referred to as the "Territory") including but not limited to, performing subsoil texture test and evaluation of OSSFs. The County's designated representative (DR) shall be the District's DR. The DR shall be certified by the TCEQ, as required by 30 Tex. Admin. Code § 285.2(17), before assuming the duties and responsibilities on behalf of the District.

2. County shall provide all necessary equipment, materials and personnel to conduct inspections and issue permits at its sole cost and expense.

3. On behalf of the District, the County shall comply with all present or future laws pertaining to the inspection and approval of OSSFs in Texas and shall enforce all rules and regulations required by the State of Texas or local applicable codes, including but not limited to 30 Tex. Admin. Code § 285.71, relating to Authorized Agent Enforcement of OSSFs.

4. The District agrees to adopt rules that are substantially similar to that which have been adopted by the County and agrees to amend its rules, in compliance with the Texas Commission on Environmental Quality's requirements, to ensure that the District's rules remain substantially similar to those adopted by the County.

5. The District agrees that the County shall set, charge, and collect those fees in effect, as may be amended time to time, for each inspection and permit. However, if the County conducts an inspection and a permit is not issued for any reason, the County shall be entitled to charge the amount adopted by the County for its Services from the resident.

6. County shall not be responsible for the maintenance of the OSSF once an inspection and permit is issued and the County shall not be held liable for same once the Services are completed.

7. A homeowner/developer shall have one (1) year to construct its OSSF(s) from the date an installation permit is issued by the County. Should construction not be completed and a final inspection conducted by County within one (1) year from the date of the issuance of the installation permit, then the County shall require the homeowner/developer to submit a new application and fee as described herein. Upon a successful final inspection, the County shall issue a Notice of Approval to the homeowner/developer. Upon final inspection, the County's inspectors shall visually confirm that the identified dwelling/commercial development is physically connected to the OSSF system. In addition, the inspector shall verify that there is no additional dwelling connected to the single approved system. This is to assure that Hidalgo County's requirements are met in regards to the "one single family detached dwelling per lot rule."

8. In accordance with Texas Health and Safety Code § 366.003, County shall not be liable for damages resulting from the approval of the installation and operation of an OSSF. County shall not be responsible for any damage to personal or real property for any OSSFs within the stated territory caused by the County's inspection and permitting process described herein.

9. During the term of this Agreement, and on behalf of the District, the County shall have sole exclusive rights to permit and inspect OSSFs within the Territory except that the Texas Commission of Environmental Quality may override the County's authority at any time. During the term of this Agreement, and on behalf of the District, the County shall have the sole exclusive rights to enforce the County's OSSF regulations within the Territory except that the Texas Commission on Environmental Quality may override the County's authority at any time.

10. **Term**. The term of this Agreement shall be for a period of five (5) years from the date of its execution by the representatives of the County and the District, and shall be renewed automatically thereafter unless the Agreement is terminated in accordance with Paragraph 11, or one party notifies the other twelve (12) months prior to the renewal date that the party does not want to renew the Agreement.

11. **Termination**. Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

12. **Conflict with applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this agreement and any 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.

12. **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.

13. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and County and not otherwise.

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

15. **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 Hidalgo County: Hidalgo County Health Department
Attn: Eddie Olivarez
1304 South 25th Street
Edinburg, Texas 78539

If to the District: Agua SUD
Attn: General Manager
3120 N. Abram Road
Palmview, Texas 78572

Any other 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.

16. **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.

17. **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.

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

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

20. **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.

21. **Authority to Execute.** The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

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

23. **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 the Agreement. The parties intend this provision to be continuing right to terminate this Agreement at the expiration each budget period of each party hereto pursuant to the provisions of TEX. LOC. GOV'T CODE ANN. § 271.903.

24. **Severability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken from this Agreement, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the____ day of_____, 2010.

Agua SUD

_____
_____, President

ATTEST:

_____
Frank Flores, General Manager

HIDALGO COUNTY, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____.
County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

AI-21730 **10.C.**

Amended Order authorizing Resale of Foreclosed Properties

CC REGULAR

Date:	06/22/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Perdue, Brandon Law Office
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Amended Order authorizing the Resale of Foreclosed Real Estate Properties

BACKGROUND

Amending "Exhibit A" (to reflect corrections) regarding Order previously approved on 6/8/10 --
Amounts remain the same.

Fiscal Impact

Attachments

Link: letter

Link: order

Link: exhibit A

Link: corrections

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 04:31 PM	APRV
2	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Monica Badillo — Started On: 06/18/2010 02:16 PM

Final Approval Date: 06/18/2010

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
ATTORNEYS AT LAW

IN ASSOCIATION WITH THE

LAW OFFICES OF JOHN DAVID FRANZ

400 North McColl, Suite A
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042
www.pbfcm.com

June 22, 2010

Monica Badillo
Commissioners' Court Administrator
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, TX 78539

Dear Ms. Badillo:

As per our conversation, our firm would like to be put on the agenda for the Hidalgo County Commissioners Court Meeting and Drainage District #1 Board Meeting, scheduled for June 22, 2010.

The agenda items wording with your suggested additions are as follows:

Hidalgo County Drainage District #1 Board Meeting

Amend the Exhibit "A" to reflect corrections to the Resolution, approved at the June 8, 2010 meeting, in connection with the authorization to resell Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

Hidalgo County Commissioner Court Meeting

Amend the Exhibit "A" to reflect corrections to the Order, approved at the June 8, 2010 meeting, in connection with the authorization to resell Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

Attached you will find the following two documents:

1. Appendix A – Corrected 061810 – which is the updated version of this exhibit.

2. Appendix A – Corrections Made – which shows the errors that developed during the scanning process and were corrected. I also spoke with Joe Salazar from Linebarger to go over the corrections with him, which included a couple of errors on their side that were also corrected.

I have also forwarded a copy of this letter and the attachments via email to Hidalgo County Attorney Stephen L. Crain and Hidalgo County Drainage District No. 1 Financial Officer Lora Briones.

I also appreciate your assistance in getting this matter on the agenda so quickly.

Very truly yours,

Romeo Cantu
Communications Director/Tax Sales Manager
Perdue, Brandon, Fielder, Collins & Mott LLP
In Association with the
Law Offices of John David Franz
400 N. McColl, Suite A
McAllen, TX 78501
(956) 631-4026 ext. 136

cc: Stephen L. Crain — Via email
Hidalgo County Attorney

Lora Briones — Via email
Financial Officer
Hidalgo County Drainage District No. 1

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 22ND day of June, 2010, at the regularly scheduled meeting of the Commissioners' Court of Hidalgo County, Texas, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this 22ND day of June, 2010.

_____

Rene A. Ramirez, County Judge,
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit “A”

(Tax Resale Properties)

HIDALGO COUNTY
NOVEMBER 21, 2009 TAX RESALE

SUIT NUMBER	LEGAL DESCRIPTION	STARTING BID	AMOUNT OF BID	HIDALGO COUNTY AMOUNT	SCHOOL DISTRICT
T-562-01-B 1	Lot 8, Block 29, Original Townsite, City of Donna	$18,150	$13,500	$2,134.00	Donna ISD
T-562-01-B 2	Lot 9, Block 29, Original Townsite, City of Donna	$48,400	$23,000	$4,034.00	Donna ISD
T-235-04-A 3	Lot 6, Johnson & Jones Dev. Co. Subd. of Lot 3, Block 54, Lott Town & Improvement Co. Subd., City of Donna and carried on tax rolls as McClellan Subd. a/k/a McClellan Subd. No. 1	$8,250	$2,900	$287.91	Donna ISD
T-017-06-H 4	Lot 27, Block 2, Tierra Prieta Subd.	$33,240	$19,000	$2,749.92	Donna ISD
T-1061-06-H 5	Lot 12, Block 10, ROW Subd., an addition to the City of Donna	$19,080	$3,800	$353.02	Donna ISD
T-288-08-A 6	Lot 30, La Casa Real Subd.	$16,610	$4,200	$218.52	Donna ISD
T-805-97-G 7	Lots 3 and 4, Block 32, City of Edcouch	$30,320	$11,500	$2,290.08	Edcouch-Elsa ISD
T-817-97-E 8	Lots 20, 21 and 22, Block 16, Original Townsite of Edcouch	$56,150	$40,000	$9,825.75	Edcouch-Elsa ISD
T-381-03-C 9	1 acre, more or less, being a portion of Farm Tract 524, West Tract Subd., SAVE & EXCEPT, however, that certain .416 acre, leaving a residue of .584 acre, more or less	$13,270	$4,600	$703.35	Edcouch-Elsa ISD
T-323-04-H 10	Lot 12, Block 18, Colonia Juarez, addition to the City of Edcouch	$15,630	$4,000	$708.16	Edcouch-Elsa ISD
T-325-04-A 11	Lots 9 and 10, Block 6, Original Townsite to the City of Edcouch	$9,450	$2,500	$313.20	Edcouch-Elsa ISD
T -1335-04-C 12	Lots 15 and 16, Block 27, Employers Reinsurance Corp. of North Elsa Resubd. Part Two, an addition to the City of Elsa and carried as Lots 15 and 16, Block 27, Townsite of Elsa	$19,660	$4,600	$706.86	Edcouch-Elsa ISD
T-094-05-D 13	Lots 1 through 12, Block 6, McKee Subd. No 2, City of Elsa	$100,800	$21,000	$3,971.52	Edcouch-Elsa ISD
T-189-05-I 14	Lot 5, Block 4, Chandler's Addition, City of Elsa	$22,180	$3,700	$294.00	Edcouch-Elsa ISD
T-058-07-D 15	The West 25 ft. of Lot 12 and All of Lots 13 and 14, Block 60, Original Townsite Addition, Town of Elsa	$44,920	$8,000	$1,598.48	Edcouch-Elsa ISD
T-150-07-D 16	Lot 16 and the North 3 ft. of Lot 15. Block 24, Original Townsite, City of Edcouch	$13,110	$2,800	$314.64	Edcouch-Elsa ISD
T-576-07-E 17	Lot 1,2 and 3, Block 10, Colonia Juarez Subd.	$25,860	$3,750	$584.55	Edcouch-Elsa ISD
T-948-07-A 18	Lot 3, Block 3, North Elsa Subd. No.7, SAVE & EXCEPT however the North 100 ft.	$20,060	$2,500	$75.20	Edcouch-Elsa ISD
T-1074-07-D 19	Lot 3, Block 1, Bar Subd., Unit 3	$21,100	$5,000	$836.16	Edcouch-Elsa ISD

T-1142-04-H 20	**Tract 1: A 0.50 acre tract of land, more or less, out of the West 1/2 of Lot 11, Section 266, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, and more particularly described as Tract 1 in that deed dated June 30, 1997 from Juanita Garza to Jackie Garza, et al, recorded in Document No. 608115, Official Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-16) and Tract 2: A 2.29 acre tract of land, more or less, out of the West 258.32 feet of the East 516.64 feet of the South 639.30 feet of Lot 11, Section 266, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-31)**	**$30,700**	**$7,000**	**$1,328.60**	**Edinburg CISD**
T-750-05-C 21	**Lot 7, Block 2, Fountain Park Subd., Unit 1, an addition to the City of Edinburg**	**$21,350**	**$7,100**	**$1,149.98**	**Edinburg CISD**
T-909-05-I 22	**Lot 1 and 2, Block 7, Orignial Townsite Addition to the Town of Lull**	**$8,400**	**$3,000**	**$245.41**	**Edinburg CISD**
T-145-06-A 23	**The North 10 acres of the South 20 acres of Lot 1, Block 31, Rio Grande Development Co. Subd., SAVE & EXCEPT; however, the following; (a) that certain 5 acres, in Volume 2419, Page 248 and (b) that certain 1 acre, leaving a residue of 4 acres, more or less**	**$22,090**	**$14,000**	**$2,363.41**	**Edinburg CISD**
T-464-06-E 24	**.22 acre, more or less, situated in the Southwest corner of that certain 1.24 acres tract situated in Lot 12, Section 277, Texas-Mexican Railway Co. Survey**	**$15,570**	**$5,000**	**$682.83**	**Edinburg CISD**
T-1291-07-H 25	**Lot 36, Block 4, Gernentz Subd.**	**$23,380**	**$10,500**	**$1,710.87**	**Edinburg CISD**
T-686-05-B 26	**Lot 20, Block 1, Retama Terrace Addition, a resubd. of Lots 21 and 22, Block 2,C.E. Hammond's Subd.**	**$16,250**	**$10,800**	**$2,329.04**	**McAllen ISD**
T-51l-06-G 27	**Lot 1, Block 9, Balboa Acres**	**$49,030**	**$15,000**	**$3,016.64**	**McAllen ISD**
T-647-06-H 28	**Lot 8, Block 5, La Paloma Addition**	**$5,690**	**$6,600**	**$993.72**	**McAllen ISD**
T-877-07-B 29	**The East 13 ft. of the West 175 ft. of Lot 5, El Cazador Subd. Phase 1**	**$36,820**	**$7,500**	**$1,491.55**	**McAllen ISD**
T-277-08-H 30	**The West 1/2, of Lot 49 and All of Lot 50, Block 2, Maravillas Subd. No. 1, an addition to the City of McAllen**	**$31,450**	**$18,000**	**$2,304.15**	**McAllen ISD**
T-821-04-B 31	**Lot 7, Block 2, Garden Park Addition**	**$23,430**	**$7,000**	**$914.76**	**Mercedes ISD**
T-1126-04-A 32	**Lot 21, Block 121, Wattson's Addition, City of Mercedes**	**$21,770**	**$11,000**	**$1,701.00**	**Mercedes ISD**
T-097-05-G 33	**Lots 27 and 28, Block 56, Original Townsite, City of Mercedes**	**$27,380**	**$10,000**	**$1,865.22**	**Mercedes ISD**
T-479-05-B 34	**Lot 21, Block 128, Subd. "A" Original Townsite of City of Mercedes**	**$19,210**	**$9,000**	**$1,399.50**	**Mercedes ISD**

T-087-07-H 35	1.00 acre, more or less, out of Lot 16, Bixby Subd.	$13,350	$3,100	$430.65	Mercedes ISD
T-242-07-F 36	Lot 25, Block 133, Original Townsite Subd., addition to the City of Mercedes	$15,870	$3,000	$340.29	Mercedes ISD
T-016-07-H 37	0.587 acre, more or less, being a portion of Lot 1, Block 46, Missiouri-Texas Land and Irrig. Co. Subd.	$16,130	$7,500	$1,424.40	Monte Alto ISD
T-213-02-F 38	Lot 32, Block 22, San Juan Townsite	$16,250	$10,000	$1,568.26	PSJA ISD
T -1351-03-A 39	Lots 9 and 10, Block 114, Evans Resubd. of Lot 174, Kelly-Pharr Subd., City of Pharr	$33,440	$20,000	$3,856.86	PSJA ISD
T-054-04-I 40	Lots 22 and 23, Block 7, Evans Subd. No.3	$20,320	$11,000	$1,737.96	PSJA ISD
T-514-04-A 41	Lot 84, San Juan Del Norte Subd.	$17,830	$6,000	$723.06	PSJA ISD
T-281-03-B 42	Tract 1: 0.52 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the North 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994 from Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413234, Official Records of Hidalgo County, Texas. (Account No. J5700-00-006-0002-05)	$14,640	$10,000	$2,130.03	PSJA ISD
T-281-03-B 43	Tract 2: 0.55 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the North 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994, from Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413235, Official Records of Hidalgo County, Texas. (Account No. J5700-00-006-0002-06)	$15,120	$10,000	$1,972.25	PSJA ISD
T-1001-04-B 44	Lot 4, Block 12, El Charro Subd.	$24,650	$5,000	$974.70	PSJA ISD
T-1002-04-C 45	Tract 1: Lot 43, Villa Del Rey Subd.	$18,770	$9,000	$922.88	PSJA ISD
T-1002-04-C 46	Tract 2: Lot 68, Block 7, Hidalgo Park Estates	$12,310	$5,500	$803.92	PSJA ISD
T-266-05-E 47	Tract 1: Lot 8, Block 4, McCreary Subd. Unit 1	$7,940	$5,000	$885.36	PSJA ISD
T-266-05-E 48	Tract 2: Lot 9, Block 4, McCreary Subd. Unit 1	$7,940	$4,500	$605.91	PSJA ISD
T-357-05-F 49	Lot 17, 18, 19 Block 1, Stensbo Subd.	$26,000	$10,000	$1,579.85	PSJA ISD
T-583-05-G 50	Lots 7 and 8, Block 50, Original Townsite, City of Alamo	$32,930	$18,000	$3,484.11	PSJA ISD
T-1105-05-G 51	Lot 13, Block 11, Palm Vista, an addition to the City of San Juan	$9,940	$4,500	$523.20	PSJA ISD
T-358-06-G 52	Lot 7, Block 2, Salazar Subd. No. 2, an addition to the City of San Juan	$32,280	$14,000	$2,184.84	PSJA ISD
T-448-06-G 53	Lot 26, Block 31, Original Townsite, City of Pharr	$6,270	$3,000	$168.91	PSJA ISD
T-538-06-G 54	Lot 38 and 40, Sioux Terrace Subd.	$27,560	$7,500	$811.36	PSJA ISD
T-541-06-A 55	Lot 17, Block 6, Small Subd. # 2	$34,970	$11,000	$2,654.37	PSJA ISD
T-550-06-A 56	Lot 6, Block 9, Unit 1, Citrus Bay Subd., an addition to the City of Pharr	$9,480	$5,000	$641.97	PSJA ISD

T-785-06-B 57	Lot 55, High School East Subd., an addition to the City of San Juan	$12,860	$6,500	$1,011.37	PSJA ISD
T-1051-06-G 58	Lot 17, Block 20, Original Townsite, City of Alamo	$22,620	$10,000	$3,294.58	PSJA ISD
T-125-07-C 59	Lot 12, Block 1, Colonia Buena Vista Subd.	$30,680	$24,500	$5,839.34	PSJA ISD
T-153-07-G 60	Lot 14, Capri Mobile Home Subd. No.3, an addition, City of San Juan	$12,250	$3,000	$354.54	PSJA ISD
T-155-07-I 61	Lot 18, Block 2, Citrus Bay Addition, City of Pharr	$14,100	$7,000	$1,092.88	PSJA ISD
T-252-07-I 62	Lot 54 and 55, Campo Alto Subd. out of Lot 7, Block 40, Alamo Land & Sugar Co. Subd.	$10,200	$3,200	$590.15	PSJA ISD
T-261-07-G 63	The North one-half of Lot 7, Small Subd. No.3	$14,950	$4,000	$686.40	PSJA ISD
T-320-07-H 64	Lot 5, Block 16, Citrus Bay Subd.	$8,280	$4,500	$710.85	PSJA ISD
T-406-07-I 65	The North one-half of Lot 7, Small Subd., Unit 1	$14,460	$2,900	$221.52	PSJA ISD
T-435-07-G 66	Lot 66, Phase 2, La Brisas De San Juan, an addition to the City of San Juan	$12,100	$5,200	$790.86	PSJA ISD
T-602-07-D 67	Lot 26, Section 1, Cabana South Subd.	$8,200	$6,300	$419.00	PSJA ISD
T-609-07-E 68	Lot 3, Block 10, Palm Vista Addition	$9,940	$4,500	$652.46	PSJA ISD
T-1088-07-H 69	Lot 8, Block 5, Highland Heights Subd., an addition to the City of Alamo	$6,410	$3,300	$446.60	PSJA ISD
T -1095-07-G 70	0.50 acre, more or less, being the West one-half of that certain 1.00 acre tract, more or less, situated in Lot 20, Block 8, John Closner Subd., an addition to the City of San Juan	$31,530	$7,500	$876.32	PSJA ISD
T-1134-07-A 71	Lot 7, SAVE & EXCEPT; however, that certain West 213.30 ft. of said Lot 7, Burg Subd., an addition to the City of San Juan	$27,290	$6,000	$777.40	PSJA ISD
T -1139-07-G 72	Lot 82, Los Chaparrales Phase II, City of San Juan	$28,590	$15,000	$2,690.60	PSJA ISD
T-632-08-H 73	Lots 76 and 77, C.M. Swallow Resubd. of Block 19, Original Townsite,City of Alamo	$8,300	$3,400	$534.25	PSJA ISD
T-288-00-A 74	Lots 18 and 19, Block 3, Progreso Original Townsite	$21,830	$13,500	$3,179.52	Progreso ISD
T-1034-07-H 75	Lot 82, El Cercado Subd.	$16,880	$14,000	$2,768.51	Sharyland ISD
T-799-08-H 76	0.264 acre, more or less, being a portion of Lot 192, John H. Shary Subd.	$6,970	$4,000	$911.68	Sharyland ISD
T-074-04-B 77	Lot 83, Los Ranchitos Subd,	$12,650	$4,600	$693.63	Valley View ISD
T-154-98-G 78	.046 acre, more or less, being a portion of Block 1, Stallworth Addition, City of Weslaco	$3,900	$2,900	$306.60	Weslaco ISD
T-182-04-B 79	The West one-half of Lots 12, 13, 14 and 15, Block 18, Esplanada Subd., an addition to the City of Weslaco	$24,780	$8,000	$1,967.04	Weslaco ISD

T-1025-04-H 80	Lot 26, Block 2, L. D. Morgan Addition, City of Weslaco	$22,110	$8,500	$1,687.05	Weslaco ISD
T-1162-04-A 81	Lot 6, Block 5, Kaymar Subd., Unit No.3	$11,150	$2,800	$164.91	Weslaco ISD
T-234-06-I 82	Lots 19 and 20, Block 5, Christensen's Subd., an addition to the City of Weslaco	$14,980	$4,500	$730.36	Weslaco ISD
T-382-06-D 83	Lots 5, 6 and 7, Block 2, Villa Vista #1, an addition to the City of Weslaco	$21,820	$4,500	$428.40	Weslaco ISD
T-416-06-B 84	Lot 13, Block 3, EI Texano Subd., an addition to the City of Weslaco	$27,600	$13,000	$2,761.20	Weslaco ISD
T-552-06-C 85	Lot 45, La Mesa Subd.	$9,080	$2,900	$304.83	Weslaco ISD
T-1046-06-B 86	Lots 17 and 18, Block 8, Esplanada Park	$19,860	$4,500	$884.40	Weslaco ISD
T-1132-06-G 87	1 acre, more or less, situated in Farm Tract 1034, Adams Tract Subd.	$23,870	$5,000	$804.50	Weslaco ISD
T-189-07-D 88	Lots 14 and 15, Block 6, Christensen's Subd.	$16,910	$8,500	$1,361.00	Weslaco ISD
T-208-07-B 89	Lot 9, Block 6, Diana Subd.	$16,130	$5,000	$828.52	Weslaco ISD
T-1028-07-G 90	Lot 12, Block 1, Sunrise Hill Subd.	$10,710	$3,000	$291.74	Weslaco ISD
T-1299-07-D 91	Lot 1, Block 4, Tejas Dos Subd.	$14,840	$5,500	$859.11	Weslaco ISD
T-288-02-I 92	The West 5.0 acres of the South 10 acres of Lot 42-10, West Addition to Sharyland	$41,900	$10,000	$2,455.25	Mission CISD
			TOTAL FOR COUNTY	$130,298.51	

PRIVATE BID

SUIT NUMBER	LEGAL DESCRIPTION	STARTING BID	AMOUNT OF BID	HIDALGO COUNTY AMOUNT	SCHOOL DISTRICT
T-1067-05-E	LOT 40, EBONY HOLLOW SUBDIVISION, UNIT 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 117, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	$7,182.76	$7,182.76	$879.19	LA JOYA ISD

CORRECTIONS MADE & DISCUSSED WITH JOE SHORT BAR FROM COBS. 6/18/10.

HIDALGO COUNTY
NOVEMBER 21, 2009 TAX RESALE

SUIT NUMBER	LEGAL DESCRIPTION	STARTING BID	AMOUNT OF BID	HIDALGO COUNTY AMOUNT	SCHOOL DISTRICT
T-562-01-B 1	Lot 8, Block 29, Original Townsite, City of Donna	$18,150	$13,500	$2,134.00	Donna ISD
T-562-01-B 2	Lot 9, Block 29, Original Townsite, City of Donna	$48,400	$23,000	$4,034.00	Donna ISD
T-235-04-A 3	Lot 6, Johnson & Jones Dev. Co. Subd. of Lot 3, Block 54, Lott Town & Improvement Co. Subd., Donna and carried on tax rolls as McClellan Subd. a/k1a McClellan Subd. No. 1	$8,250	$2,900	$287.91	Donna ISD
T-017-06-H 4	Lot 27, Block 2, Tierra Prieta Subd.	$33,240	$19,000	$2,749.92	Donna ISD
T-1061-06-H 5	Lot 12, Block 10, ROW Subd., an addition to the City of Donna	$19,080	$3,800	$353.02	Donna ISD
T-288-08-A 6	Lot 30, Ls Casa Real Subd.	$16,610	$4,200	$218.52	Donna ISD
T-805-97-G 7	Lots 3 and 4, Block 32, City of Edcouch	$30,320	$11,500	$2,290.08	Edcouch-Elsa ISD
T-817-97-E 8	Lots 20, 21 and 22, Block 16, Original Townsite of Edcouch	$56,150	$40,000	$9,825.75	Edcouch-Elsa ISD
T-381-03-C 9	1 acre, more or less, being a portion of Farm Tract 524, West Tract Subd., SAVE & EXCEPT, that certain .416 acre, leaving a residue of .584 acre, more or less	$13,270	$4,600	$703.35	Edcouch-Elsa ISD
T-323-04-H 10	Lot 12, Block 18, Colonia Juarez, addition to the City of Edcouch	$15,630	$4,000	$708.16	Edcouch-Elsa ISD
T-325-04-A 11	Lots 9 and 10, Block 6, Original Townsite to the City of Edcouch	$9,450	$2,500	$313.20	Edcouch-Elsa ISD
T -1335-04-C 12	Lots 15 and 16, Block 27, Employers Reinsurance Corp. of North Elsa Resubd. Part Two, an addition to the City of Elsa and carried as Lots 15 and 16, Block 27, Townsite of Elsa	$19,660	$4,600	$706.86	Edcouch-Elsa ISD
T-094-05-D 13	Lots 1 through 12, Block 6, McKee Subd. No 2, City of Elsa	$100,800	$21,000	$3,971.52	Edcouch-Elsa ISD
T-189-05-1 14	Lot 5, Block 4, Chandler's Addition, City of Elsa	$22,180	$3,700	$294.00	Edcouch-Elsa ISD
T-058-07-D 15	The West 25 ft. of Lot 12 and All of Lots 13 and 14, Block 60, Original Townsite Addition, Town of Elsa	$44,920	$8,000	$1,598.48	Edcouch-Elsa ISD
T-150-07-D 16	Lot 16 and the North 3 ft. of Lot 15, Block 24, Original Townsite, City of Edcouch	$13,110	$2,800	$314.64	Edcouch-Elsa ISD
T-576-07-E 17	Lot 1,2 and 3, Block 10, Colonia Juarez Subd.	$25,860	$3,750	$584.55	Edcouch-Elsa ISD
T-948-07-A 18	Lot 3, Block 3, North Elsa Subd. No.7, SAVE & EXCEPT however the North 100 ft.	$20,060	$2,500	$75.20	Edcouch-Elsa
T-I074-07-D 19	Lot 3, Block I, Bar Subd., Unit 3	$21,100	$5,000	$836.16	Edcouch-Elsa ISD

T-1142-04-H 20	Tract 1: A 0.50 acre tract of land, more or less, out of the West 112 of Lot 11, Section 266, Texas Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded Volume 2, Page 29, Map Records, Hidalgo County, Texas, and more particularly described as that deed dated June 30, 1997 from Juanita Garza to Jackie Garza, et al, recorded in Document 608115, Official Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-16) and Tract 2.29 acre tract of land, more or less, out of the West 258.32 feet of the East 516.64 feet of the South feet of Lot 11, Section 266, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-31)	$30,700	$7,000	$1,328.60	Edinburg CISD
T-750-05-C 21	Lot 7, Block 2, Fountain Park Subd., Unit I, an addition to the City of Edinburg	$21,350	$7,100	$1,149.98	Edinburg CISD
T-909-05-I 22	Lot 1 and 2, Block 7, Orignial Townsite Addition to the Town of Lull	$8,400	$3,000	$245.41	Edinburg CISD
T-145-06-A 23	The North 10 acres of the South 20 acres of Lot 1, Block 31, Rio Grande Development Co. Subd., &EXCEPT; however, the following; (a) that certain 5 acres, in Volume 2419, Page 248 and (b) that certain 1 acre, leaving a residue of 4 acres, more or less	$22,090	$14,000	$2,363.41	Edinburg CISD
T-464-06-E 24	.22 acre, more or less, situated int the Southwest corner of that certain 1.24 acres tract situated in Lot 12, Section 277, Texas-Mexican Railway Co. Survey	$15,570	$5,000	$682.83	Edinburg CISD
T-1291-07-H 25	Lot 36, Block 4, Gernentz Subd.	$23,380	$10,500	$1,710.87	Edinburg CISD
T-686-05-B 26	Lot 20, Block 1, Retama Terrace Addition, a resubd. of Lots 21 and 22, Block 2, C.E. Hammond's Subd.	$16,250	$10,800	$2,329.04	McAllen ISD
T-511-06-G 27	Lot 1, Block 9, Balboa Acres	$49,030	$15,000	$3,016.64	McAllen ISD
T-647-06-H 28	Lot 8, Block 5, La Paloma Addition	$5,690	$6,600	$993.72	McAllen ISD
T-877-07-B 29	The East 13 ft. of the West 175 ft. of Lot 5, El Cazador Subd. Phase I	$36,820	$7,500	$1,491.55	McAllen ISD
T-277-08-H 30	The West ½ of Lot 49 and All of Lot 50, Block 2, Maravillas Subd. No. 1, an addition to the City of McAllen	$31,450	$18,000	$2,304.15	McAllen ISD
T-821-04-B 31	Lot 7, Block 2, Garden Park Addition	$23,430	$7,000	$914.76	Mercedes ISD
T-1126-04-A 32	Lot 21, Block 121, Wattson's Addition, City of Mercedes	$21,770	$11,000	$1,701.00	Mercedes ISD
T-097-05-G 33	Lots 27 and 28, Block 56, Original Townsite, City of Mercedes	$27,380	$10,000	$1,865.22	Mercedes ISD
T-479-05-B 34	Lot 21, Block 128, Subd. "A" Original Townsite of City of Mercedes	$19,210	$9,000	$1,399.50	Mercedes ISD

T-087-07-H 35	1.00 acre, more or less, out of Lot 16, Bixby Subd.	$13,350	$3,100	$430.65	Mercedes ISD
T-242-07-F 36	Lot 25, Block 133, Original Townsite Subd., addition to the City of Mercedes	$15,870	$3,000	$340.29	Mercedes ISD
T-016-07-H 37	0.587 acre, more or less, being a portion of Lot 1, Block 46, Missiouri- Texas Land and Irrig. Co.	$16,130	$7,500	$1,424.40	Monte Alto ISD
T-213-02-F 38	Lot 32, Block 22, San Juan Townsite	$16,250	$10,000	$1,568.26	PSJA ISD
T -1351-03-A 39	Lots 9 and 10, Block 114, Evans Resubd. of Lot 174, Kelly-Pharr Subd., City of Pharr	$33,440	$20,000	$3,856.86	PSJA ISD
T-054-04-I 40	Lots 22 and 23, Block 7, Evans Subd. No.3	$20,320	$11,000	$1,737.96	PSJA ISD
T-514-04-A 41	Lot 84, San Juan Del Norte Subd.	$17,830	$6,000	$723.06	PSJA ISD
T-281-03-B 42	Tract 1: 0.52 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994 Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413234, Official of Hidalgo County, Texas. (Account No. J5700-00-006-0002-05)	$14,640	$10,000	$2,130.03	PSJA ISD
T-281-03-B 43	Tract 2: 0.55 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994, Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413235, Official of Hidalgo County, Texas. (Account No. J5700-00-006-0002-06)	$15,120	$10,000	$1,972.25	PSJA ISD
T-1001-04-B 44	Lot 4, Block 12, El Charro Subd.	$24,650	$5,000	$974.70	PSJA ISD
T-1002-04-C 45	Tract 1: Lot 43, Villa Del Rey Subd.	$18,770	$9,000	$922.88	PSJA ISD
T-1002-04-C 46	Tract 2: Lot 68, Block 7, Hidalgo Park Estates	$12,310	$5,500	$803.92	PSJA ISD
T-266-05-E 47	Tract 1: Lot 8, Block 4, McCreary Subd. Unit 1	$7,940	$5,000	$885.36	PSJA ISD
T-266-05-E 48	Tract 2: Lot 9, Block 4, McCreary Subd. Unit 1	$7,940	$4,500	$605.91	PSJA
T-357-05-F 49	Lot 17, 18, 19 Block I, Stensbo Subd.	$26,000	$10,000	$1,579.85	PSJA ISD
T-583-05-G 50	Lots 7 and 8, Block 50, Original Townsite, City of Alamo	$32,930	$18,000	$3,484.11	PSJA ISD
T-1105-05-G 51	Lot 13, Block 11, Palm Vista, an addition to the City of San Juan	$9,940	$4,500	$523.20	PSJA
T-358-06-G 52	Lot 7, Block 2, Salazar Subd. No.2, an addition to the City of San Juan	$32,280	$14,000	$2,184.84	PSJA ISD
T-448-06-G 53	Lot 26, Block 31, Original Townsite, City of Pharr	$6,270	$3,000	$168.91	PSJA
T-538-06-G 54	Lot 38 and 40, Sioux Terrace Subd.	$27,560	$7,500	$811.36	PSJA ISD
T-541-06-A 55	Lot 17, Block 6, Small Subd. # 2	$34,970	$11,000	$2,654.37	PSJA ISD
T-550-06-A 56	Lot 6, Block 9, Unit 1, Citrus Bay Subd., an addition to the City of Pharr	$9,480	$5,000	$641.97	PSJA ISD

T-785-06-B 57	Lot 55, High School East Subd., an addition to the City of San Juan	$12,860	$6,500	$1,011.37	PSJA ISD
T-I051-06-G 58	Lot 17, Block 20, Original Townsite, City of Alamo	$22,620	$10,000	$3,294.58	PSJA ISD
T-125-07-C 59	Lot 12, Block 1, Colonia Buena Vista Subd.	$30,680	$24,500	$5,839.34	PSJA ISD
T-153-07-G 60	Lot 14, Capri Mobile Home Subd. No.3, an addition, City of San Juan	$12,250	$3,000	$354.54	PSJA ISD
T-155-07-1 61	Lot 18, Block 2, Citrus Bay Addition, City of Pharr	$14,100	$7,000	$1,092.88	PSJA ISD
T-252-07-1 62	Lot 54 and 55, Campo Alto Subd. out of Lot 7, Block 40, Alamo Land & Sugar Co. Subd.	$10,200	$3,200	$590.15	PSJA ISD
T-261-07-G 63	The North one-half of Lot 7, SmallSubd. No.3	$14,950	$4,000	$686.40	PSJA ISD
T-320-07-H 64	Lot 5, Block 16, Citrus Bay Subd.	$8,280	$4,500	$710.85	PSJA ISD
T-406-07-1 65	The North one-half of Lot 7, Small Subd., Unit 1	$14,460	$2,900	$221.52	PSJA ISD
T-435-07-G 66	Lot 66, Phase 2, La Brisas De San Juan, an addition to the City of San Juan	$12,100	$5,200	$790.86	PSJA ISD
T-602-07-D 67	Lot 26, Section 1, Cabana South Subd.	$8,200	$6,300	$419.00	PSJA ISD
T-609-07-E 68	Lot 3, Block 10, Palm Vista Addition	$9,940	$4,500	$652.46	PSJA ISD
T-I088-07-H 69	Lot 8, Block 5, Highland Heights Subd., an addition to the City of Alamo	$6,410	$3,300	$446.60	PSJA ISD
T -1095-07-G 70	0.50 acre, more or less, being the West one-half of that certain 1.00 acre tract, more or less, situated in LOT 20, Block 8, John Closner Subd., an addition to the City of San Juan	$31,530	$7,500	$876.32	PSJA ISD
T-1134-07-A 71	Lot 7, SAVE & EXCEPT; however, that certain West 213.30 ft. of said Lot 7, Burg Subd., an addition to the City of San Juan	$27,290	$6,000	$777.40	PSJA ISD
T -1139-07-G 72	Lot 82, Los Chaparrales Phase II, City of San Juan	$28,590	$15,000	$2,690.60	PSJA ISD
T-632-08-H 73	Lots 76 and 77, C.M. Swallow Resubd. of Block 19, Original Townsite,City of Alamo	$8,300	$3,400	$534.25	PSJA ISD
T-288-00-A 74	Lots 18 and 19, Block 3, Progreso Original Townsite	$21,830	$13,500	$3,179.52	Progreso ISD
T-I034-07-H 75	Lot 82, El Cercado Subd.	$16,880	$14,000	$2,768.51	Sharyland ISD
T-799-08-H 76	0.264 acre, more or less, being a portion of Lot 192, John H. Shary Subd.	$6,970	$4,000	$911.68	Sharyland ISD
T-074-04-B 77	Lot 83, Los Ranchitos Subd,	$12,650	$4,600	$693.63	Valley View ISD
T-154-98-G 78	.046 acre, more or less, being a portion of Block 1, Stallworth Addition, City of Weslaco	$3,900	$2,900	$306.60	Weslaco ISD
T-182-04-B 79	The West one-half of Lots 12, 13, 14 and 15, Block 18, Esplanada Subd., an addition to the City of Weslaco	$24,780	$8,000	$1,967.04	Weslaco ISD

T-I025-04-H 80	Lot 26, Block 2, L. D. Morgan Addition, City of Weslaco	$22,110	$8,500	$1,687.05	Weslaco ISD
T-1162-04-A 81	Lot 6, Block 5, Kaymar Subd., Unit No.3	$11,150	$2,800	$164.91	Weslaco ISD
T-234-06-I 82	Lots 19 and 20, Block 5, Christensen's Subd., an addition to the City of Weslaco	$14,980	$4,500	$730.36	Weslaco ISD
T-382-06-D 83	Lots 5, 6 and 7, Block 2, Villa Vista #1, an addition to the City of Weslaco	$21,820	$4,500	$428.40	Weslaco ISD
T-416-06-B 84	Lot 13, Block 3, EI Texano Subd., an addition to the City of Weslaco	$27,600	$13,000	$2,761.20	Weslaco ISD
T-552-06-C 85	Lot 45, La Mesa Subd.	$9,080	$2,900	$304.83	Weslaco ISD
T-I046-06-B 86	Lots 17 and 18, Block 8, Esplanada Park	$19,860	$4,500	$884.40	Weslaco ISD
T-1132-06-G 87	1 acre, more or less, situated in Farm Tract 1034, Adams Tract Subd.	$23,870	$5,000	$804.50	Weslaco ISD
T-189-07-D 88	Lots 14 and 15, Block 6, Christensen's Subd.	$16,910	$8,500	$1,361.00	Weslaco ISD
T-208-07-B 89	Lot 9, Block 6, Diana Subd.	$16,130	$5,000	$828.52	Weslaco ISD
T-I028-07-G 90	Lot 12, Block 1, Sunrise Hill Subd.	$10,710	$3,000	$291.74	Weslaco ISD
T-1299-07-D 91	Lot 1, Block 4, Tejas Dos Subd.	$14,840	$5,500	$859.11	Weslaco ISD
T-288-02-1 92	The West 5.0 acres of the South 10 acres of Lot 42-10, West Addition to Sharyland	$41,900	$10,000	$2,455.25	Mission CISD
			TOTAL FOR COUNTY	$130,298.51	

PRIVATE BID

SUIT NUMBER	LEGAL DESCRIPTION	STARTING BID	AMOUNT OF BID	HIDALGO COUNTY AMOUNT	SCHOOL DISTRICT
T-1067-05-E	LOT 40, EBONY HOLLOW SUBDIVISION, UNIT 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 117, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	$7,182.76	$7,182.76	$879.19	LA JOYA ISD

AI-21750 **10.D.**

use of town square - Edinburg Chamber of Commerce

CC REGULAR

Date:	06/22/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request from Edinburg Chamber of Commerce to use the Edinburg Town Square Area (parking lot) for "Edinburg Market Days" Event to be held the **Second** Saturday of every month beginning August, 2010 - (8:00a.m. to 4:00 p.m.)

BACKGROUND

previously approved for first Saturday of month...on 4/27/10

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 05:22 PM	APRV
2	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Monica Badillo — Started On: 06/18/2010 05:05 PM

Final Approval Date: 06/18/2010

Monica Badillo

From: Letty Gonzalez [chamber@edinburg.com]
Sent: Tuesday, June 01, 2010 5:27 PM
To: monica.badillo@co.hidalgo.tx.us
Subject: Market Days

Hello Monica,

We have decided to postpone Market Days until the second Saturday in August. We had several conflicts. We would like to have them on the second Saturday of each month if possible. Does this mean that I would have to request it from the County Commissioners once again?

I have not heard from anyone about the electrical on the grounds. If someone could please notify me if this will be ready in August. We are planning on bringing special performances that may require electrical. Mr. Sunday indicated they were working on this issue.

Thank you so much for your assistance throughout this whole project.

Letty Gonzalez
President
Edinburg Chamber of Commerce
P.O. Box 85
Edinburg, TX 78540
(956) 383-4974
(956) 383-6942

Follow Us On:



AI-21741 **11.A.**

Amendment to Tax Abatement Guidelines
CC REGULAR

Date:	06/22/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 03:57 PM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2010 04:25 PM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Erika Reyna — Started On: 06/18/2010 03:28 PM

Final Approval Date: 06/18/2010

ORDER ADOPTING AMENDMENT TO GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective March 16, 2010 (the "Guidelines") to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code.

WHEREAS, the Commissioners Court of Hidalgo County desires to amend the Guidelines in order to better provide for the stimulation of economic development in Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED, this the ___ day of June, 2010 by the Commissioners Court of Hidalgo County, Texas.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

_____
RENE A. RAMIREZ
County Judge

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

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

_____
JOE M. FLORES
County Commissioner, Pct.3

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

Attested to:

_____
ARTURO GUAJARDO, JR.
County Clerk

APPROVED AS TO FORM:
ATLAS AND HALL, L.L.P.

By:_____
STEPHEN L. CRAIN

EXHIBIT A

AMENDMENT TO

GUIDELINES AND CRITERIA FOR
GRANTING TAX ABATEMENTS
IN HIDALGO COUNTY, TEXAS

Effective June ____, 2010

Subsection III.G (1) of the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective March 16, 2010 (the "Guidelines and Criteria") is amended to read in its entirety as follows:

G. Criteria and Value of Abatement. Abatement may be granted for eligible facilities on all or a portion of the increased taxable value of eligible property over the base year value according to the following:

(1) An owner of real property where an eligible facility is located, prior to the inception of the project(s) subject to an agreement, must agree to expend a designated sum of money and/or provide a certain number of jobs in order to qualify for an abatement and must expend at least the agreed sum and provide at least the agreed number of jobs in accordance with the agreement in order to receive such abatement. The percent of value to be abated is dependent upon the greater of the newly created property value as determined by the Hidalgo County Appraisal District, or the number of jobs created:

Percent of Increase in Property Value To be Abated	**Newly Created Property Value As Determined By the Hidalgo County Appraisal District**	**Number of Jobs Created**
0%	Less than $1,500,001	0 - 25
25%	$1,500,001 up to and including $5,000,000	26 - 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

Except as expressly amended hereby, the Guidelines and Criteria are hereby ratified and confirmed.

AI-21676 **12.A.**

Interlocals with School Districts- STOP Truancy Program

CC REGULAR

Date:	06/22/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 3
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, as certified by the County Auditor.
3. Approval of appropriation of funds (School Districts and local match)
4. Approval of salary schedule

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

BUDGETARY IMPACT:

See attached appropriation. rc

Attachments

Link: Interlocal- Sharyland
Link: Interlocal- Mission
Link: Interlocal- La Joya
Link: renewal letters
Link: worksheet

Link: Appropriation

Link: certifications

Link: Salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/17/2010 02:39 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:45 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2010 03:27 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Rosie Cantu

Started On: 06/16/2010 08:03 AM

Final Approval Date: 06/18/2010

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

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)

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: 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
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

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

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

AI-21676

		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

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 #21676

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

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 15, 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
$27,530.49	Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY: _____

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-15-10
Date

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
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June 15, 2010

The Honorable Rene A. Ramirez, County Judge
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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 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
$30,294.67	Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/15/10
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, 365TH 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 15, 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 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
$26,327.89	Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/15/10
Date

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 21676

STOP TRUANCY

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	40,300.00
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	129,497.00

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

AI-21681 **13.A.**

To accept grant award - FY2009 Operation Stonegarden Grant
CC REGULAR

Date:	06/22/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to accept the FY2009 Operation Stonegarden Grant from the Department of Homeland Security FEMA in the amount of $1,388,322.00.

BACKGROUND

Commissioners' Court approved applying for the grant on 08/04/09 (AI-16725 $887,560) and 08/18/09 (AI-16961 Supplemenatl $500,762).

Grant amount of $1,388,322.00 has been awarded to the Hidalgo County Sheriff's Office and the city police departments (sixteen) of Alamo, Alton, Donna, Elsa, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, Progreso, San Juan, Sullivan City, and Weslaco. Individual Sub-Recepient Agreements between Hidalgo County and the cities will be presented to Commissioner's Court at a later date. Budget appropriations will be submitted at a later date.

The grant performance period is August 01, 2009 to April 01, 2012. Federal Grant Award No. 2009-SJ-T90011.

Deadline to submit award acceptance is June 23, 2010.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to accept the grant award.
No local cash match is required.

Budget appropriations will be submitted at a later date.

Attachments

Link: FY2009OSG.award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Pat Medina	Pat Medina	06/16/2010 04:15 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 08:08 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 11:45 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Emilia Uriegas Started On: 06/16/2010 10:38 AM

Final Approval Date: 06/18/2010

Texas Department of Public Safety

2009 Sub-Recipient Agreement
for

Hidalgo County

Date of Award
June 8, 2010

1. Sub-Recipient Name and Address	2. Prepared by: Mendez, Arturo	3. SAA Award Number: 09-SR 48215-03

Judge Rene Ramirez
Hidalgo County
100 E Cano, 2nd Floor
Edinburg, TX 78539

4. Federal Grant Information

Federal Grant Title:	**Operation Stonegarden**
Federal Grant Award Number:	2009-SJ-T90011
Date Federal Grant Awarded to TxDPS:	August 1, 2009
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

Total Award Amount
$1,388,322.00

Note: Additional Budget Sheets (Attachment A): ☐ **Yes** ☐ **No**

OPSG 97.067
$1,388,322.00

This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to Apr 1, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:	**Signature of TxDPS Official:**
Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety	Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**
Rene Ramirez, County Judge	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	**12. Date Signed :**
74-6000717	

13. DUE DATE: **July 23, 2010**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

AI-21666 **15.A.**

2010 Interlocal Cooperation Agreement between Cities and Hidalgo County

CC REGULAR

Date: 06/22/2010
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For: Juan Martinez
Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Discussion and approval of the following 2010 Interlocal Cooperation Agreements:
1. City of McAllen
2. City of Alton
3. City of Monte Alto
4. City of La Joya
5. City of Donna

BACKGROUND

Rural Fire Services Agreement approved by CC 4/28/09 (AI-15198):
1.) City of McAllen (3) Originals 2.) City of Alton (1) Original
3.) City of Monte Alto (1) Original 4.) City of La Joya (1) Original
5.) City of Donna (2) Originals

Fiscal Impact

Attachments

Link: 2010 McAllen Contract
Link: 2010 Alton Contract
Link: 2010 Monte Alto Contract
Link: 2010 Donna Contract
Link: 2010 La Joya Contract
Link: Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 04:09 PM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2010 09:36 AM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Yolanda Orozco — Started On: 06/15/2010 01:52 PM

Final Approval Date: 06/18/2010

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

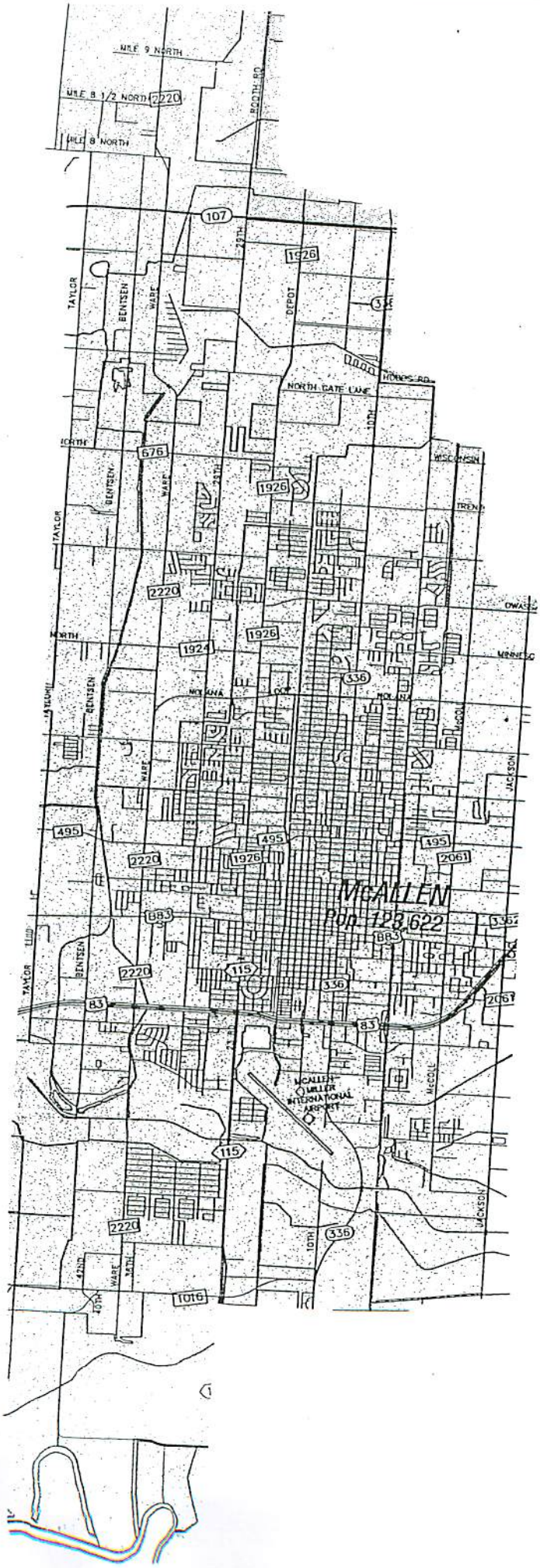

MILE 9 NORTH
MILE 8 1/2 NORTH
2220
MILE 8 NORTH
ROOTH RD
107
1926
TAYLOR
BENTSEN
WARE
DEPOT
NORTH GATE LANE
HOMES RD
676
1924
495
2061
883
115
83
336
1016
McALLEN
Pop 128,622
McALLEN MILLER INTERNATIONAL AIRPORT
JACKSON
McCOLL

Exhibit B

Interlocal Cooperation Agreement between Alton and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 8th day of June, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Alton, 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 8th 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 June 8, 2010, 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 City of Alton
509 S. Alton Blvd
Alton, Texas 78573

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

Salvador Vela — June 8, 2010

By: Salvador Vela, Mayor — **Date**

ATTEST:

Baudelia Rojas

City Secretary

CITY OF ALTON 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

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:

_____

_____

_____

_____

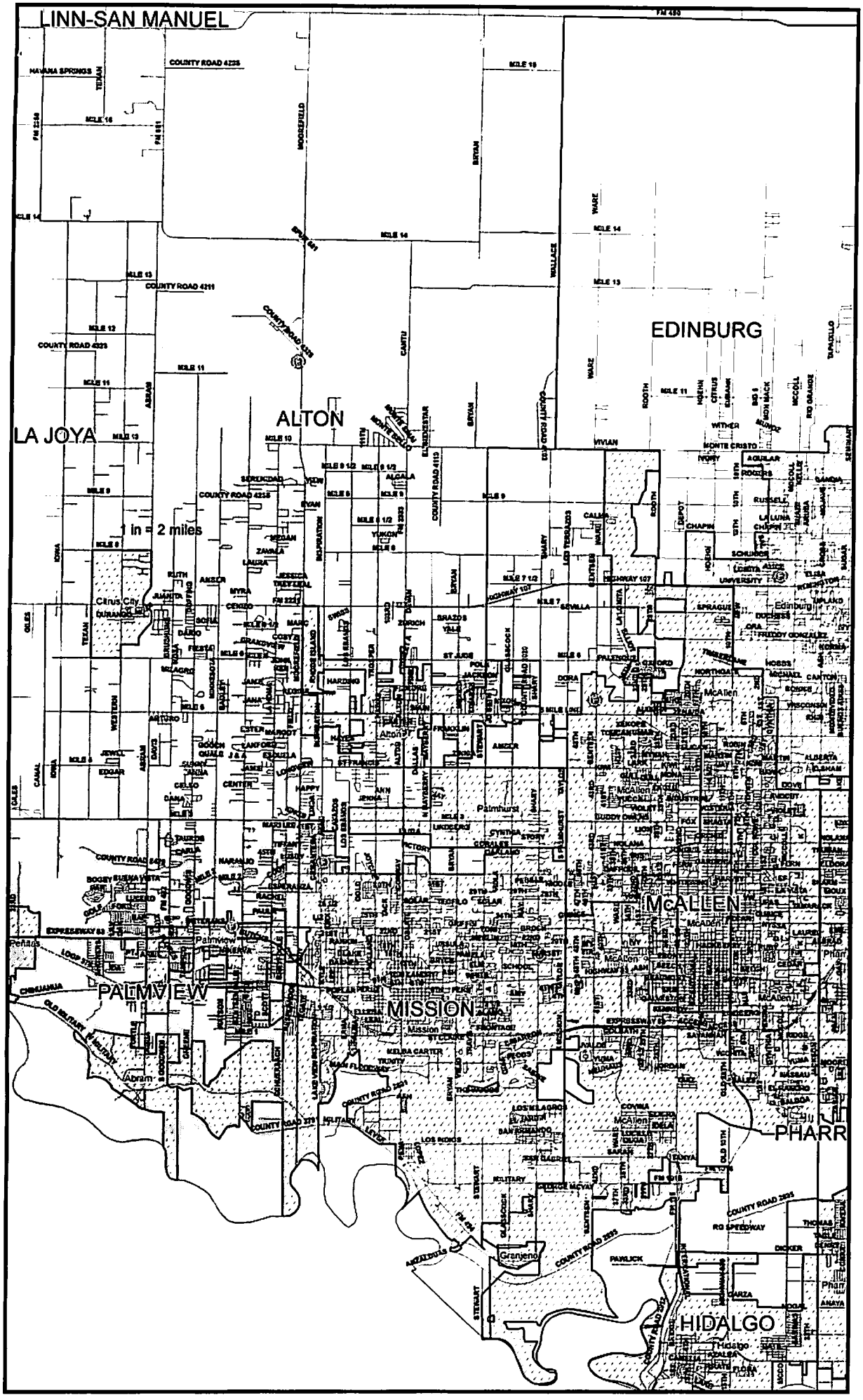
Incident Commander: _____ Report Prepared by: _____

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


LINN-SAN MANUEL
EDINBURG
ALTON
LA JOYA
1 in = 2 miles
McALLEN
PALMVIEW
MISSION
PHARR
HIDALGO

Interlocal Cooperation Agreement between Monte Alto and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 1st day of June, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Monte Alto, 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 1st 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 June 1, 2010, 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 Monte Alto
25141 FM 88
Monte Alto, Texas 78538

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 MONTE ALTO

By: _____ (Chief) Date: 6/1/10

ATTEST:

~~City~~ Secretary

COUNTY OF HIDALGO

_____ _____

Rene A. Ramirez, County Judge **Date**

ATTEST:

_____

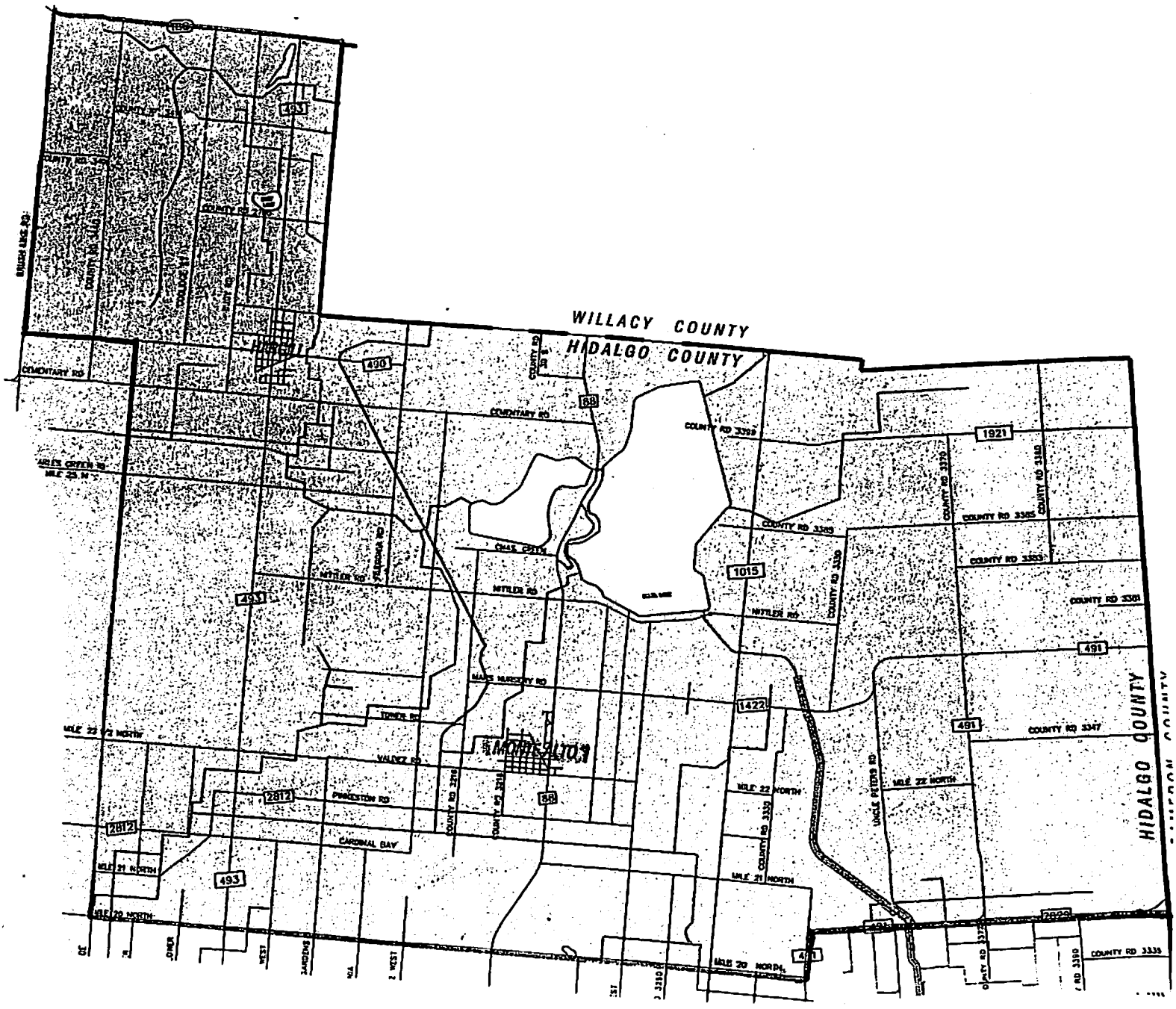
Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____

Stephen L. Crain


WILLACY COUNTY
HIDALGO COUNTY
HIDALGO COUNTY
MONTE ALTO
493
400
68
1921
1015
1422
491
2812
2809
1926
COMENTARY RD
COUNTY RD 3289
COUNTY RD 3330
COUNTY RD 3385
COUNTY RD 3383
COUNTY RD 3339
COUNTY RD 3381
COUNTY RD 3347
COUNTY RD 3339
MITTLER RD
MAES NURSERY RD
TONER RD
VALDEZ RD
PRESTON RD
CARDINAL BAY
UNCLE PETERS RD
MILE 22 NORTH
MILE 21 NORTH
MILE 20 NORTH
COUNTY RD 3370
COUNTY RD 3310
COUNTY RD 3330
COUNTY RD 3339
COUNTY RD 3390
CHAS CREEK

Interlocal Cooperation Agreement between Donna and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 1st day of June 2010, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Donna, 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 1st 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 June 1, 2010, 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: City of Donna
Oscar Cuellar, City Mgr.
307 S. 12th St.
Donna, Texas 78537

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

By: _____ **Date** 6/1/10

ATTEST:

Martha Alvarado

City Secretary

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

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:

_____

_____

_____

_____

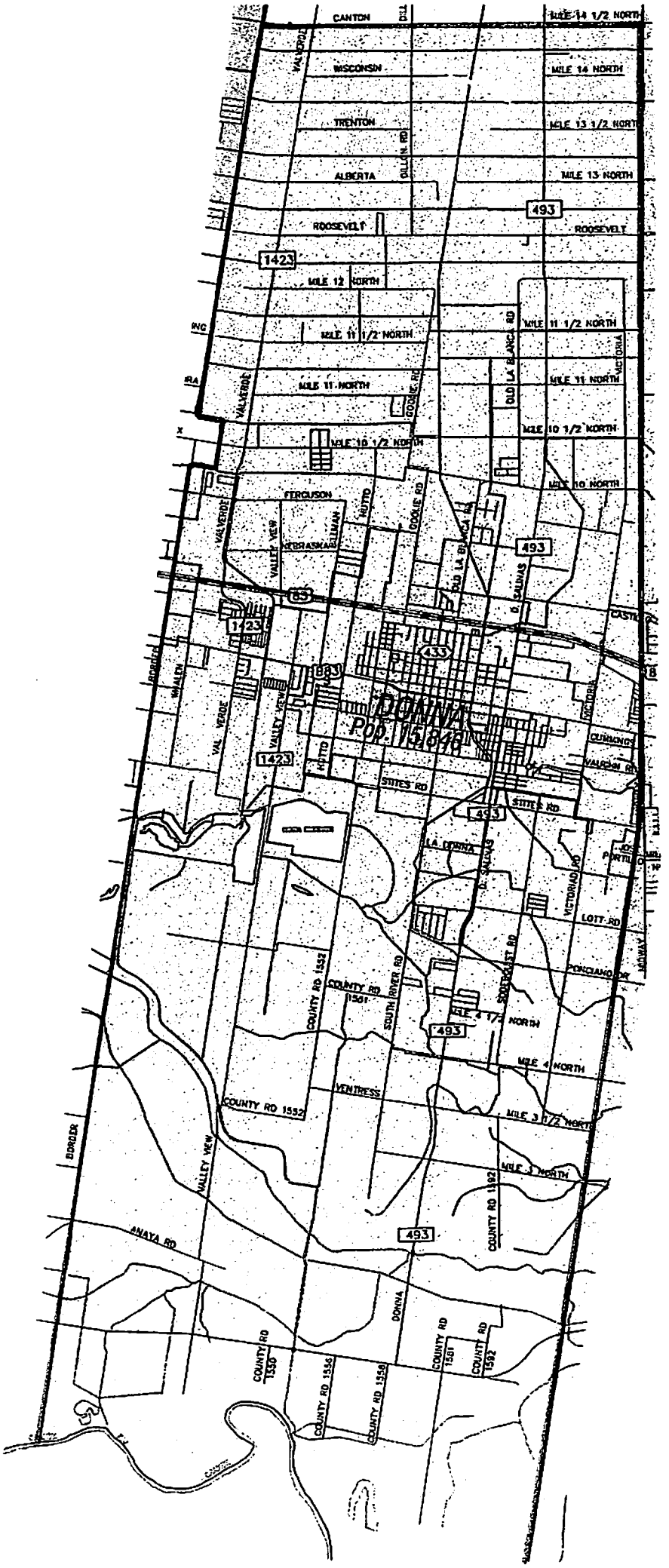
Incident Commander: _____ Report Prepared by: _____

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


DONNA
Pop. 15,846
CANTON
WISCONSIN
TRENTON
ALBERTA
ROOSEVELT
MILE 14 1/2 NORTH
MILE 14 NORTH
MILE 13 1/2 NORTH
MILE 13 NORTH
MILE 12 NORTH
MILE 11 1/2 NORTH
MILE 11 NORTH
MILE 10 1/2 NORTH
MILE 10 NORTH
FERGUSON
493
1423
83
83
VALVERDE
DILLON RD
COOLIDGE RD
OLD LA BLANCA RD
VICTORIA
VALLEY VIEW
VAL VERDE
STITES RD
LA LOMA
VICTORIANO RD
LOTT RD
PONCIANO DR
SOUTH RIVER RD
COUNTY RD 1552
COUNTY RD 1332
COUNTY RD 1561
COUNTY RD 1350
COUNTY RD 1356
COUNTY RD 1592
MILE 4 1/2 NORTH
MILE 4 NORTH
MILE 3 1/2 NORTH
MILE 3 NORTH
VENTRESS
ANAYA RD
BORDER
DONNA

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 19 day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of La Joya, 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 19 day of May, 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 May 19, 2010, 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 La Joya
100 W. Hwy 83
La Joya, Texas 78560

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

Willie Bill Jr
By:

MAY 19, 2010
Date

ATTEST:

Julianita Salazar
City Secretary

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

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:

_____

_____

_____

_____

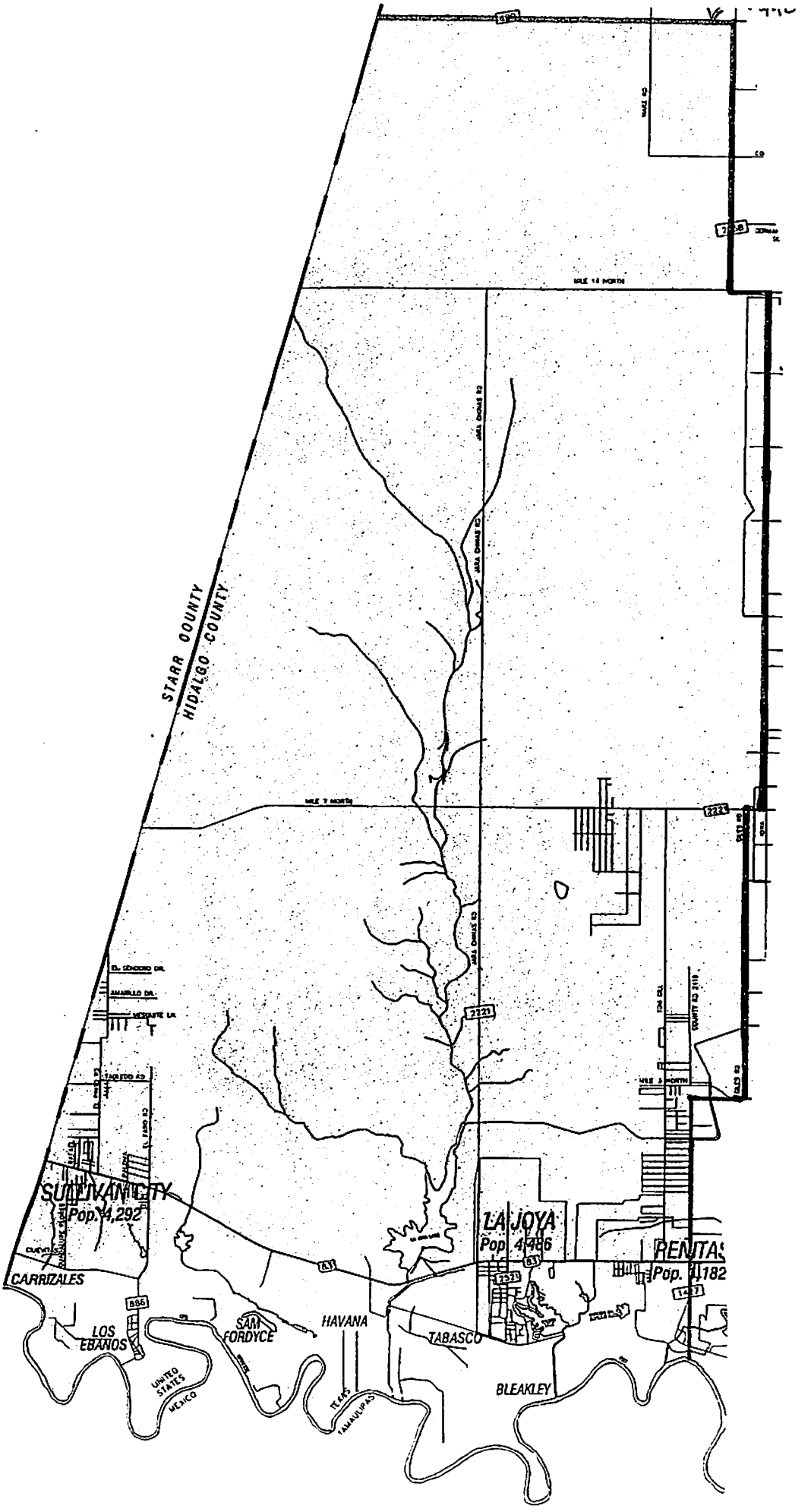
Incident Commander: _____ Report Prepared by: _____

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


STARR COUNTY
HIDALGO COUNTY
SULLIVAN CITY
Pop. 4,292
CARRIZALES
LOS EBANOS
SAM FORDYCE
HAVANA
TABASCO
BLEAKLEY
LA JOYA
Pop. 4486
RENTAS
Pop. 1182
UNITED STATES
MEXICO
TEXAS
TAMAULIPAS

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-422-20-300-003-0-841	EMERG SRVS-ALTON FD-AID TO GOVT AGENCY	150,000.00	.00	83,325.00	83,325.00	66,675.00	55.55
0-1100-422-20-300-004-0-841	EMERG SRVS-DONNA FD-AID TO GOVT AGENCY	72,000.00	.00	21,050.00	21,050.00	50,950.00	29.24
0-1100-422-20-300-009-0-841	EMERG SRVS-LA JOYA FD-AID TO GOVT AGENCY	60,000.00	.00	29,825.00	29,825.00	30,175.00	49.71
0-1100-422-20-300-012-0-841	EMERG SRVS-MCALLEN FD-AID TO GOVT AGENCY	18,000.00	.00	7,050.00	7,050.00	10,950.00	39.17
0-1100-422-20-300-015-0-841	EMERG SRVS-MONTE ALTO FD-AID TO GOVT AGN	66,000.00	.00	11,850.00	11,850.00	54,150.00	17.95
1100 GENERAL FUND		**366,000.00**	**.00**	**153,100.00**	**153,100.00**	**212,900.00**	**41.83**
0 YEAR 0		**366,000.00**	**.00**	**153,100.00**	**153,100.00**	**212,900.00**	**41.83**

AI-21635 **16.A.**

Cost Allocation

CC REGULAR

Date:	06/22/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	HIDTA
Department:	BUDGET & MANAGEMENT
Agenda Category:	HIDTA - Task Force

Information

CAPTION

HIDTA (1251)/ Const. Pct. 3 (1100):
1. Approval to cost allocate funds for the following positons as stated below:

Account No	Department	Slot	Emp. No	Old Amount	New Amount	Cost Allocation %
0-1100-421-00-293-001-0	Constable Pct. 3	0009	94943	$19,665.00	$39,330.00	100%
0-1251-412-00-270-011-0	HIDTA CH 59	G020	94943	$19,665.00	$0.00	0%
0-1100-421-00-293-001-0	Constable Pct.3	0010	87319	$44,777.00	$22,389.00	50%
0-1251-412-00-270-011-0	HIDTA CH 59	G020	87319	$0.00	$22,388.00	50%

2. Approval of intradepartmental transfer
3. Approval of revised salary schedules

BACKGROUND

Fiscal Impact

Attachments

Link: Const. revised salary schedule
Link: HIDTA Revised salary schedule
Link: HIDTA Transfer
Link: Const. fiscal note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/18/2010 05:14 PM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 05:16 PM	APRV
3	Damaris San Miguel		06/18/2010 05:33 PM	PEND

Form Started By: Rosie Cantu — Started On: 06/11/2010 11:42 AM

Final Approval Date: 06/18/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-293-001-0

AI - 216

CONSTABLE PCT. 3

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				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	111	CONSTABLE	68,190.00	0.00	0.00	0	0.00	0.00	68,190.00	68,190.00	0.00	0.00	1,800.00	8,000.00	0.00
0002	113	CHIEF DEPUTY CONSTABLE STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	0.00	0.00	1,200.00	0.00	0.00
0003	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	0.00
0004	113	DEPUTY CONSTABLE	44,777.00	0.00	0.00	0	0.00	(8,297.00)	36,480.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,200.00	0.00	0.00
0006	113	DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	-0	(3,800.00)	0.00	38,000.00	38,000.00	1,140.00	0.00	1,800.00	0.00	0.00
0007	113	SR. DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	1,200.00	0.00	0.00
0008	113	SR. DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	600.00	0.00	0.00
									22,389.00		**300.00**		**600.00**		
0009	**113**	**SR. DEPUTY CONSTABLE STEP III**	**44,777.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	~~**44,777.00**~~	**44,777.00**	~~**600.00**~~	**0.00**	~~**1,200.00**~~	**0.00**	**0.00**
									39,330.00						
0010	**113**	**DEPUTY CONSTABLE STEP II**	**19,665.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	~~**19,665.00**~~	**19,665.00**	**0.00**	**0.00**	**1,200.00**	**0.00**	**0.00**
0012	113	ADMINISTRATIVE ASSISTANT	33,155.00	0.00	0.00	0	0.00	0.00	33,155.00	33,155.00	300.00	0.00	0.00	0.00	0.00
0013	113	DEP CONST STEP II - SOLID WASTE ENF OFF	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	0.00	0.00	1,200.00	0.00	0.00
0014	113	CLERK	23,800.00	0.00	0.00	0	0.00	0.00	23,800.00	23,800.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	290,301.00	0.00	0.00		(3,800.00)	(8,297.00)	278,204.00	241,724.00	2,460.00	0.00	9,300.00	8,000.00	21,635.00

APPROVAL TO COST ALLOCATE FUNDS FOR SLOT 009 TO SLOT G020 IN HIDTA CHAPTER 59 ACCT. (270-011) AS ILLUSTRATED ABOVE. PERSONNEL ACTIONS F APPROVAL.

35

2010 ACTUAL TOTAL COMPENSATION
77,990.00
47,180.00
48,737.00
0.00
46,637.00
40,940.00
43,000.00
42,400.00
46,577.00
20,865.00
33,455.00
40,530.00
23,800.00
261,484.00

PENDING CC

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1251-412-00-270-011-0

AI - 216

HIDTA CHAPTER 59

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				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
G001	113	COMMANDER	20,400.00	0.00	0.00	0	0.00	0.00	20,400.00	20,400.00	211.03	0.00	0.00	0.00	0.00
G002	113	ASST D.A.	18,346.00	0.00	0.00	0	0.00	(6.00)	18,340.00	18,340.00	804.34	0.00	0.00	0.00	0.00
G003	113	CRIMINAL INVES	12,840.00	0.00	0.00	0	0.00	1,957.00	14,797.00	11,532.00	85.60	0.00	0.00	0.00	0.00
G004	113	CRIMINAL INVES	14,793.00	0.00	0.00	0	0.00	4.00	14,797.00	14,797.00	0.00	0.00	0.00	0.00	0.00
G005	113	CRIMINAL INVES	14,793.00	0.00	0.00	0	0.00	4.00	14,797.00	14,797.00	102.91	0.00	0.00	0.00	0.00
G006	113	CRIMINAL INVES	14,388.00	0.00	0.00	0	0.00	409.00	14,797.00	14,797.00	0.00	0.00	0.00	0.00	0.00
G007	113	CRIMINAL INVES	14,433.00	0.00	0.00	0	0.00	364.00	14,797.00	14,797.00	171.51	0.00	0.00	0.00	0.00
G008	113	ASST COMMANDER	19,028.00	0.00	0.00	0	0.00	(2,788.00)	16,240.00	16,240.00	0.00	0.00	0.00	0.00	0.00
G009	113	GRANTS ACCOUNTANT	13,400.00	0.00	0.00	0	0.00	0.00	13,400.00	13,400.00	196.50	0.00	0.00	0.00	0.00
G010	113	INTEL RESRH SP	9,500.00	0.00	0.00	0	0.00	0.00	9,500.00	9,500.00	0.00	0.00	0.00	0.00	0.00
G011	113	ADMINISTRATIVE ASSISTANT	10,445.00	0.00	0.00	0	0.00	(45.00)	10,400.00	10,400.00	177.82	0.00	0.00	0.00	0.00
G012	113	LEGAL ASSISTANT	9,960.00	0.00	0.00	0	0.00	40.00	10,000.00	10,000.00	232.40	0.00	0.00	0.00	0.00
T014	122	CLERK TYPIST	8,095.00	0.00	0.00	0	0.00	0.00	8,095.00	0.00	0.00	0.00	0.00	0.00	0.00
G015	113	CRIMINAL INVES	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	46,000.00	0.00	0.00	0.00	0.00	0.00
G016	113	CRIMINAL INVES	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	48,500.00	780.00	0.00	0.00	0.00	0.00
G017	113	CRIMINAL INVESTIGATOR	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	43,000.00	0.00	0.00	0.00	0.00	0.00
G018	113	CRIMINAL INVESTIGATOR	51,765.00	0.00	0.00	0	0.00	0.00	51,765.00	0.00	0.00	0.00	0.00	0.00	0.00
		SR.DEPUTY CONSTABLE STEP II						**2,723.00**	**22,388.00**		**300.00**		**600.00**		
G020	**113**	~~**DEPUTY CONSTABLE STEP II**~~	**19,665.00**	**0.00**	**0.00**	**0**	**0.00**	~~**0.00**~~	~~**19,665.00**~~	**19,665.00**	~~**0.00**~~	**0.00**	~~**0.00**~~	**0.00**	**0.00**
G021	113	CLERK	20,000.00	0.00	0.00	0	0.00	0.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	427,146.00	0.00	0.00		0.00	2,662.00	429,808.00	346,165.00	3,062.11	0.00	600.00	0.00	0.00

APPROVAL TO COST ALLOCATE FUNDS FOR SLOT G020 TO CONSTABLE PCT 3 SLOT NO. 009 AS ILLUSTRATED ABOVE. PERSONNEL ACTIONS PENDING CC A

35

2010 ACTUAL TOTAL COMPENSATION
20,611.00
19,144.00
11,618.00
14,797.00
14,900.00
14,797.00
14,965.00
16,240.00
13,596.00
9,500.00
10,578.00
10,232.00
0.00
46,000.00
49,280.00
43,000.00
0.00
19,665.00
20,000.00
328,923.00

\PPROVAL.

DATE: June 21, 2010 Transfer Number: **3**

DEPARTMENT HEAD: DORA L. MUNOZ

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 0-1251-412-00-270-011-0-xxx Chapter 59 State Asset Forfeiture Funds

SUBJECT: Budget Line-Item Transfers (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		***TO***		
ACCOUNT NO.(S)	***ACCOUNT NAME***	***ACCOUNT NO.(S)***	***ACCOUNT NAME***	***AMOUNT***
0-1251-412-00-270-011-0- 211	HEALTH INSURANCE	0-1251-412-00-270-011-0- 113	REG F/T EMPLOYEES	2,399.58
0-1251-412-00-270-011-0- 211	HEALTH INSURANCE	0-1251-412-00-270-011-0- 115	LONGEVITY PAY	264.37
0-1251-412-00-270-011-0- 211	HEALTH INSURANCE	0-1251-412-00-270-011-0- 117	SUPPLEMENTAL PAY	528.74
0-1251-412-00-270-011-0- 211	HEALTH INSURANCE	0-1251-412-00-270-011-0- 220	FICA	244.24
0-1251-412-00-270-011-0- 211	HEALTH INSURANCE	0-1251-412-00-270-011-0- 230	RETIEMENT	303.94
0-1251-412-00-270-011-0- 211	HEALTH INSURANCE	0-1251-412-00-270-011-0- 250	UNEMPLOYMENT COMP	15.97
	TOTAL			**$ 3,756.84**

REASON: TO FUND THE DIFFERENCE OF HALF THE ANNUAL COST IN SALARIES & FRINGES OF A POSITION WITH A HIGHER SALARY GRADE THAN THE PREVIOUS POSITION. (SALARIES PURSUANT TO THE LAW ENFORCEMENT GRADE & STEP.

_____ ___/___/___ _____ ___/___/___

Dora L. Munoz DATE Attest County Clerk DATE

H.I.D.T.A. Task Force Commander

_____ ___/___/___ _____ ___/___/___

Budget Officer DATE Approved Commissioners' Court DATE

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21635

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Friday, June 18, 2010
Summary of request/proposal:
HIDTA (1251)/ Const. Pct. 3 (1100):
1. Approval to cost allocate funds for the following positons as stated below:

CONSTABLE PCT. No. 3 (293-001)

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	DEP. CONST. STEP II	0010	113	-	-	$19,665.00	$39,330.00	$19,665.00
1100	SR. DEP. CONST. STEP III	0009	113	-	-	$44,777.00	$22,389.00	($22,388.00)
			TOTAL SALARIES			$64,442.00	$61,719.00	($2,723.00)
1100	SR. DEP. CONST. STEP III	0009	115	-	-	$600.00	$300.00	($300.00)
"	"	"	117	"	"	$1,200.00	$600.00	($600.00)
			TOTAL ALLOWANCES			$1,800.00	$900.00	($900.00)
			TOTAL COMPENSATION			$66,242.00	$62,619.00	($3,623.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-421-00-293-001-0- 113	CONSTABLE PCT.3 -	REG F/T EMPLOYEES	($2,399.58)
0-1100-421-00-293-001-0- 115	CONSTABLE PCT.3 -	LONGEVITY	($264.37)
0-1100-421-00-293-001-0- 117	CONSTABLE PCT.3 -	SUPPLEMENTAL	($528.74)
0-1100-421-00-293-001-0- 211	CONSTABLE PCT.3 -	HEALTH INSURANCE	-
0-1100-421-00-293-001-0- 212	CONSTABLE PCT.3 -	LIFE INSURANCE	-
0-1100-421-00-293-001-0- 220	CONSTABLE PCT.3 -	FICA	($244.24)
0-1100-421-00-293-001-0- 230	CONSTABLE PCT.3 -	RETIREMENT	($303.94)
0-1100-421-00-293-001-0- 250	CONSTABLE PCT.3 -	UNEMPLOYMENT COMP	($15.97)
0-1100-421-00-293-001-0- 260	CONSTABLE PCT.3 -	WORKER'S COMP	-
		2010 Budgetary Impact	($3,756.84)

2011 Budgetary Impact:

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation: COST SAVINGS TO COUNTY

HIDTA (270-011)

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	DEP. CONST. STEP II	G020	113	-	-	$19,665.00	$0.00	($19,665.00)
1100	SR. DEP. CONST. STEP III	G020	113	-	-	$0.00	$22,388.00	$22,388.00
			TOTAL SALARIES			$19,665.00	$22,388.00	$2,723.00
1100	SR. DEP. CONST. STEP III	G020	115	-	-	$0.00	$300.00	$300.00
"	"	"	117	"	"	$0.00	$600.00	$600.00
			TOTAL ALLOWANCES			$0.00	$900.00	$900.00
			TOTAL COMPENSATION			$19,665.00	$23,288.00	$3,623.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1251-412-00-270-011-0- 113	HIDTA CHAPTER 59 -	REG F/T EMPLOYEES	$2,399.58
0-1251-412-00-270-011-0- 115	HIDTA CHAPTER 59 -	LONGEVITY	$264.37
0-1251-412-00-270-011-0- 117	HIDTA CHAPTER 59 -	SUPPLEMENTAL	$528.74
0-1251-412-00-270-011-0- 211	HIDTA CHAPTER 59 -	HEALTH INSURANCE	-
0-1251-412-00-270-011-0- 212	HIDTA CHAPTER 59 -	LIFE INSURANCE	-
0-1251-412-00-270-011-0- 220	HIDTA CHAPTER 59 -	FICA	$244.24
0-1251-412-00-270-011-0- 230	HIDTA CHAPTER 59 -	RETIREMENT	$303.94
0-1251-412-00-270-011-0- 250	HIDTA CHAPTER 59 -	UNEMPLOYMENT COMP	$15.97
0-1251-412-00-270-011-0- 260	HIDTA CHAPTER 59 -	WORKER'S COMP	-
		2010 Budgetary Impact	$3,756.84

2011 Budgetary Impact:

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation: COST SAVINGS TO COUNTY

AI-21719 **16.B.**

HIDTA 2009 Grant Modification

CC REGULAR

Date:	06/22/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Requesting approval to accept the Award no. G09SS0002A Modification (supplement) between Hidalgo County and the Executive Office of the President Office of National Drug Control Policy - HIDTA Task Force Grant, increasing the award amount by $25,000.00.
2. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant.
3. Approval of appropriation of funds for the HIDTA Task Force - South Texas McAllen Initiative in the amount of $25,000.00. (Acct # 0-1291-412-00-270-003-9-XXX)

BACKGROUND

On February 17, 2009, the Hidalgo County Commissioners' Court approved the 2009 (G09SS0002A) Award Cooperative Agreement between Hidalgo County and the Executive Office of the President Office of Nation Drug Control Policy.

Previous Award Amount	$735,174.00
Modification	$ 25,000.00
Adjusted Award Amount	$760,174.00

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1291-412-00-270-003-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $25,000.00 for the HIDTA Task Force - South Texas McAllen Initiative.

Revenue Acct #0-1291-331-10-270-003-9-000 (HIDTA Task Force 2009-2010 Grant)

Attachments

Link: Modification Award

Link: Modification Budget

Link: cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 11:11 AM	APRV
2	Sylvia Solis	Sylvia Solis	06/18/2010 09:26 AM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Nelda Olivarez Started On: 06/17/2010 10:12 AM

Final Approval Date: 06/18/2010

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Grant Period: From 01/01/2009 to 12/31/2010	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 5/28/2010 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$735,174.00
3. Project Title McAllen Initiative	10. Amount of This Award: 11. Total Award:	$25,000.00 $760,174.00
12. Special Conditions (check, if applicable) The above Grant is approved subject to such conditions or limitations as are set forth in the original grant agreement.		
13. Statutory Authority for Grant: Public Law 111-8		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director	15. Typed Name and Title of Authorized Official Juan Salinas Mr. Hidalgo County Auditor's Office	
16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100 JID: 20801	

Return to
STX HIDTA
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Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Grant Period: From 01/01/2009 to 12/31/2010	
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16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100 JID: 20801	

KEEP FOR YOUR RECORDS

Initiative Cash by HIDTA

FY 2009

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Director's Administrative Support Element	49,469.00	Administration	G09SS0002A
		South Texas HIDTA McAllen Initiative	710,705.00	Investigation	G09SS0002A
	Agency Total : Hidalgo County Auditor's Office		**760,174.00**		
Total			**760,174.00**		

Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

Hidalgo County Auditor's Office - G09SS0002A

HIDTA	Initiative	Account		Hidalgo County Auditor's Office	Total
SWB - South Texas	**Director's Administrative Support Element**	**Fringe**	Administrative staff	**11,416.00**	**11,416.00**
			Total	**11,416.00**	**11,416.00**
		Personnel	Administrative Staff	**38,053.00**	**38,053.00**
			Total	**38,053.00**	**38,053.00**
		Total		**49,469.00**	**49,469.00**
	South Texas HIDTA McAllen Initiative	**Equipment**	Equipment	**5,000.00**	**5,000.00**
			Total	**5,000.00**	**5,000.00**
		Facilities	Support	**5,010.00**	**5,010.00**
			Utilities	**12,000.00**	**12,000.00**
			Total	**17,010.00**	**17,010.00**
		Fringe	Administrative staff	**8,414.00**	**8,414.00**
			Analyst - Criminal	**7,448.00**	**7,448.00**
			Attorney	**12,534.00**	**12,534.00**
			Director	**15,352.00**	**15,352.00**
			Financial staff	**9,747.00**	**9,747.00**
			Investigative - Law Enforcement Officer	**75,126.00**	**75,126.00**

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Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

HIDTA	Initiative	Account		Hidalgo County Auditor's Office	Total
SWB - South Texas	**South Texas HIDTA McAllen Initiative**	**Fringe**	Paralegal & support	**8,027.00**	**8,027.00**
			Total	**136,648.00**	**136,648.00**
		Other	Other	**20,000.00**	**20,000.00**
			Total	**20,000.00**	**20,000.00**
		Personnel	Administrative Staff	**28,155.00**	**28,155.00**
			Analyst - Criminal	**22,500.00**	**22,500.00**
			Attorney	**52,794.00**	**52,794.00**
			Director	**49,200.00**	**49,200.00**
			Financial Staff	**35,700.00**	**35,700.00**
			Investigative - Law Enforcement Officer	**224,550.00**	**224,550.00**
			Paralegal & Support	**26,040.00**	**26,040.00**
			Total	**438,939.00**	**438,939.00**
		Services	Communications - data lines	**3,720.00**	**3,720.00**
			Communications - mobile phones & pagers	**6,000.00**	**6,000.00**
			Communications - office phones	**4,000.00**	**4,000.00**
			Insurance	**6,500.00**	**6,500.00**
			Service contracts	**8,100.00**	**8,100.00**
			Shipping & postage	**200.00**	**200.00**

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Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

HIDTA	Initiative	Account		Hidalgo County Auditor's Office	Total
SWB - South Texas	**South Texas HIDTA McAllen Initiative**	**Services**	Training	**3,000.00**	**3,000.00**
			Vehicle lease - passenger	**19,500.00**	**19,500.00**
			Total	**51,020.00**	**51,020.00**
		Supplies	Investigative/operational	**28,588.00**	**28,588.00**
			Office	**3,500.00**	**3,500.00**
			Total	**32,088.00**	**32,088.00**
		Travel	Administrative	**2,000.00**	**2,000.00**
			Investigative/Operational	**1,500.00**	**1,500.00**
			Training	**6,500.00**	**6,500.00**
			Total	**10,000.00**	**10,000.00**
		Total		**710,705.00**	**710,705.00**
	Total			**760,174.00**	**760,174.00**

Budget Detail

2009 - SWB - South Texas

Initiative - Director's Administrative Support Element

Award Recipient - Hidalgo County Auditor's Office (G09SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)	***$760,174.00***	
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$38,053.00
Total Personnel		**$38,053.00**
Fringe	**Quantity**	**Amount**
Administrative staff	11416	$11,416.00
Total Fringe		**$11,416.00**
Total Budget		**$49,469.00**

Budget Detail

2009 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G09SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)	***$760,174.00***	
Personnel	**Quantity**	**Amount**
Administrative Staff		$28,155.00
Analyst - Criminal		$22,500.00
Attorney		$52,794.00
Director		$49,200.00
Financial Staff		$35,700.00
Investigative - Law Enforcement Officer	6	$224,550.00
Paralegal & Support		$26,040.00
Total Personnel		**$438,939.00**
Fringe	**Quantity**	**Amount**
Administrative staff	8414	$8,414.00
Analyst - Criminal	7448	$7,448.00
Attorney	12534	$12,534.00
Director	15352	$15,352.00
Financial staff	9747	$9,747.00
Investigative - Law Enforcement Officer	75126	$75,126.00
Paralegal & support	8027	$8,027.00
Total Fringe		**$136,648.00**
Travel	**Quantity**	**Amount**
Administrative	3	$2,000.00
Investigative/Operational	6	$1,500.00
Training	12	$6,500.00
Total Travel		**$10,000.00**
Facilities	**Quantity**	**Amount**
Support		$5,010.00
Utilities		$12,000.00
Total Facilities		**$17,010.00**

Budget Detail

2009 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G09SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)	***$760,174.00***	
Services	**Quantity**	**Amount**
Communications - data lines		$3,720.00
Communications - mobile phones & pagers		$6,000.00
Communications - office phones		$4,000.00
Insurance		$6,500.00
Service contracts		$8,100.00
Shipping & postage		$200.00
Training		$3,000.00
Vehicle lease - passenger		$19,500.00
Total Services		**$51,020.00**
Equipment	**Quantity**	**Amount**
Equipment		$5,000.00
Total Equipment		**$5,000.00**
Supplies	**Quantity**	**Amount**
Investigative/operational		$28,588.00
Office		$3,500.00
Total Supplies		**$32,088.00**
Other	**Quantity**	**Amount**
Other		$20,000.00
Total Other		**$20,000.00**
Total Budget		**$710,705.00**

DATE: JUNE 10, 2010

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-9-XXX

REVENUE - 1291-331-00-270-003-09-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)	ACCOUNT (OBJECT) NAME	INITIAL BUDGET
0-1291-412-00-270-003- 9 - 748	OTHER EQUIPMENT	5,000.00
0-1291-412-00-270-003- 9 - 890	OTHER	20,000.00
	TOTAL APPROPRIATIONS	**$ 25,000.00**
0-1291-331-10-270-003- 9- 000	HIDTA TASK FORCE 2009 GRANT	25,000.00
	TOTAL ESTIMATED REVENUES	**$ 25,000.00**

THE APPROPRIATION IS CONSISTENT WITH THE FULL AWARD AMOUNT.

APPROVED BY COMMISSIONER'S COURT

__/__/__ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

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 21, 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, 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 Executive Office of the President-Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$25,000.00	G09SS0002A HIDTA - McAllen Initiative

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/21/10
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.

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Grant Period: From 01/01/2009 to 12/31/2010	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 5/28/2010 8. Supplement Number 2	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$735,174.00
3. Project Title McAllen Initiative	10. Amount of This Award: 11. Total Award:	$25,000.00 $760,174.00
12. Special Conditions (check, if applicable) The above Grant is approved subject to such conditions or limitations as are set forth in the original grant agreement.		
13. Statutory Authority for Grant: Public Law 111-8		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Arnold R. Moorin National HIDTA Director	15. Typed Name and Title of Authorized Official Juan Salinas Mr. Hidalgo County Auditor's Office	
16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100 JID: 20801	

Return to
STX HIDTA
DIR ADMIN OFC

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1
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AGENCY USE ONLY		
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100 JID: 20801	

KEEP FOR YOUR RECORDS

Initiative Cash by HIDTA

FY 2009

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Director's Administrative Support Element	49,469.00	Administration	G09SS0002A
		South Texas HIDTA McAllen Initiative	710,705.00	Investigation	G09SS0002A
	Agency Total : Hidalgo County Auditor's Office		**760,174.00**		
Total			**760,174.00**		

Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

Hidalgo County Auditor's Office - G09SS0002A

HIDTA	Initiative	Account		Hidalgo County Auditor's Office	Total
SWB - South Texas	Director's Administrative Support Element	Fringe	Administrative staff	11,416.00	11,416.00
			Total	11,416.00	11,416.00
		Personnel	Administrative Staff	38,053.00	38,053.00
			Total	38,053.00	38,053.00
		Total		49,469.00	49,469.00
	South Texas HIDTA McAllen Initiative	Equipment	Equipment	5,000.00	5,000.00
			Total	5,000.00	5,000.00
		Facilities	Support	5,010.00	5,010.00
			Utilities	12,000.00	12,000.00
			Total	17,010.00	17,010.00
		Fringe	Administrative staff	8,414.00	8,414.00
			Analyst - Criminal	7,448.00	7,448.00
			Attorney	12,534.00	12,534.00
			Director	15,352.00	15,352.00
			Financial staff	9,747.00	9,747.00
			Investigative - Law Enforcement Officer	75,126.00	75,126.00

Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

HIDTA	Initiative	Account		Hidalgo County Auditor's Office	Total
SWB - South Texas	**South Texas HIDTA McAllen Initiative**	**Fringe**	Paralegal & support	**8,027.00**	**8,027.00**
			Total	**136,648.00**	**136,648.00**
		Other	Other	**20,000.00**	**20,000.00**
			Total	**20,000.00**	**20,000.00**
		Personnel	Administrative Staff	**28,155.00**	**28,155.00**
			Analyst - Criminal	**22,500.00**	**22,500.00**
			Attorney	**52,794.00**	**52,794.00**
			Director	**49,200.00**	**49,200.00**
			Financial Staff	**35,700.00**	**35,700.00**
			Investigative - Law Enforcement Officer	**224,550.00**	**224,550.00**
			Paralegal & Support	**26,040.00**	**26,040.00**
			Total	**438,939.00**	**438,939.00**
		Services	Communications - data lines	**3,720.00**	**3,720.00**
			Communications - mobile phones & pagers	**6,000.00**	**6,000.00**
			Communications - office phones	**4,000.00**	**4,000.00**
			Insurance	**6,500.00**	**6,500.00**
			Service contracts	**8,100.00**	**8,100.00**
			Shipping & postage	**200.00**	**200.00**

Initiative Budget By Award Recipient

2009

Current Budget (net of reprogrammed funds)

HIDTA	Initiative	Account		Hidalgo County Auditor's Office	Total
SWB - South Texas	South Texas HIDTA McAllen Initiative	Services	Training	3,000.00	3,000.00
			Vehicle lease - passenger	19,500.00	19,500.00
			Total	51,020.00	51,020.00
		Supplies	Investigative/operational	28,588.00	28,588.00
			Office	3,500.00	3,500.00
			Total	32,088.00	32,088.00
		Travel	Administrative	2,000.00	2,000.00
			Investigative/Operational	1,500.00	1,500.00
			Training	6,500.00	6,500.00
			Total	10,000.00	10,000.00
		Total		710,705.00	710,705.00
	Total			760,174.00	760,174.00

Budget Detail

2009 - SWB - South Texas

Initiative - Director's Administrative Support Element

Award Recipient - Hidalgo County Auditor's Office (G09SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)	***$760,174.00***	
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$38,053.00
Total Personnel		**$38,053.00**
Fringe	**Quantity**	**Amount**
Administrative staff	11416	$11,416.00
Total Fringe		**$11,416.00**
Total Budget		**$49,469.00**

Budget Detail

2009 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G09SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds) ***$760,174.00***

Personnel	Quantity	Amount
Administrative Staff		$28,155.00
Analyst - Criminal		$22,500.00
Attorney		$52,794.00
Director		$49,200.00
Financial Staff		$35,700.00
Investigative - Law Enforcement Officer	6	$224,550.00
Paralegal & Support		$26,040.00
Total Personnel		**$438,939.00**

Fringe	Quantity	Amount
Administrative staff	8414	$8,414.00
Analyst - Criminal	7448	$7,448.00
Attorney	12534	$12,534.00
Director	15352	$15,352.00
Financial staff	9747	$9,747.00
Investigative - Law Enforcement Officer	75126	$75,126.00
Paralegal & support	8027	$8,027.00
Total Fringe		**$136,648.00**

Travel	Quantity	Amount
Administrative	3	$2,000.00
Investigative/Operational	6	$1,500.00
Training	12	$6,500.00
Total Travel		**$10,000.00**

Facilities	Quantity	Amount
Support		$5,010.00
Utilities		$12,000.00
Total Facilities		**$17,010.00**

Budget Detail

2009 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G09SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds) ***$760,174.00***

Services	Quantity	Amount
Communications - data lines		$3,720.00
Communications - mobile phones & pagers		$6,000.00
Communications - office phones		$4,000.00
Insurance		$6,500.00
Service contracts		$8,100.00
Shipping & postage		$200.00
Training		$3,000.00
Vehicle lease - passenger		$19,500.00
Total Services		**$51,020.00**

Equipment	Quantity	Amount
Equipment		$5,000.00
Total Equipment		**$5,000.00**

Supplies	Quantity	Amount
Investigative/operational		$28,588.00
Office		$3,500.00
Total Supplies		**$32,088.00**

Other	Quantity	Amount
Other		$20,000.00
Total Other		**$20,000.00**
Total Budget		**$710,705.00**

AI-21669 **17.A.**

Flood Drainage Improvements project - Pct. #1 area

CC REGULAR

Date:	06/22/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

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

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program TDRA Funds for Flood & Drainage Improvements.

FIRM	GRADE	RANK
DOS Logistics Inc.	97.33	
Guzman & Munoz Engineering	94.66	
Rodriguez Engineering	89.00	

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 TDRA Flood Drainage Improvements-Project utilizing TDRA Funds.

BACKGROUND

The three engineering firms rated from the County's approved "pool" are Dos Logistics Inc., Guzman & Munoz Engineering and Rodriguez Engineering for Flood Drainage Improvements in Precinct No. 1 under the TDRA funds. Attached see grading grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: engineering svcs grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/15/2010 02:53 PM	APRV
2	Perla Lopez	Perla Lopez	06/17/2010 08:39 AM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Estella Webber

Started On: 06/15/2010 02:40 PM

Final Approval Date: 06/18/2010

Precinct No. 1
Engineering Services
TDRA Flood & Drainage Improvements Funds
Grading- Grid

Criteria	Dos Logistics Inc.			Guzman & Munoz Engineering and Surveying Inc.			Rodriguez Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	18	20	20	20	20	18
Experience of Project Team	24	24	22	23	22	22	23	22	20
Experience/ Availability of Project Manager	19	19	20	19	17	20	19	15	15
Understanding of Project	24	25	25	23	25	25	23	24	18
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	97	98	97	93	94	97	95	91	81
AVERAGES	292÷3= 97.33			284÷3= 94.66			267÷3= 89.00		

AI-21678 **17.B.**

Street Improvements - City of Alton

CC REGULAR

Date:	06/22/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Alton is requesting consideration and action to award and enter into a construction contract with Mission Paving Company, Inc. (lowest bidder meeting all specifications and/or requirements) for the Street Improvements Project located in the City of Alton in the amount of $136,165.50 utilizing Year 22 (2009) street improvement funds. The project consists of street overlays.

BACKGROUND

The City of Alton has requested and received bids for the street improvements project. Javier Hinojosa Engineering prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on June 2, 2010. After review the project engineer recommended Mission Paving Company, Inc., as the lowest of six (6) qualified bidders. (See attached recommendation letter from Javier Hinojosa Engineering and copy of bid tabulations.)

Contractor:	Contract Amount:	Funds Available:
Mission Paving Company, Inc.	$ 136,165.50	$ 234,627.00
		Year 22 (2009) City of Alton– Street Improvements

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) City of Alton Street Improvement funds for this project.

Contract Amount: $136,165.50
Available Funds: $234,627.00

Attachments

Link: Alton street improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 08:59 AM	APRV
2	Perla Lopez	Perla Lopez	06/17/2010 08:32 AM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Estella Webber

Started On: 06/16/2010 08:28 AM

Final Approval Date: 06/18/2010

The City of Alton
509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

June 15, 2010

Ms. Monica Leal,
UC Project Coordinator
Urban County Program
1916 Tessoro Bld
Pharr, Texas 78577

Dear Ms. Leal:

The City Commission approved the bids submitted for the paving of Sycamore, Eisenhower, Bella Vista and Chicago streets at their June 8th City Commission meeting At this time we concur with the selection of the lowest bidders, Mission Paving, and request to proceed with this project.

Thanks you for all your support. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
Assistant City Manager

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager

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

Mr. Jorge Arcaute, City Manager
City of Alton
709 S. Nebraska
San Juan, Texas 78589

Re: City of Alton 2009 Street Paving Improvements
Bid No. 5009-10-0311-5000-1000-UCP-ML2

Dear Mr. Arcaute,

Bids were received and opened for the referenced project at 9:30 a.m. on June 2, 2010. A total of five bids were received with Mission Paving Company, Inc. being the low bidder with a total base bid of $136,165.50. This project involves the paving improvements of Sycamore Street, Eisenhower Street, Bella Vista Street and Chicago Avenue north of Mile 5. Attached is a bid tabulation of the five bids received. Mission Paving Company, Inc. is a reputable firm who has performed numerous similar projects in the past for my company. We recommend award of the Contract to Mission Paving Company, Inc. in the amount of $136,165.50.

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: Monica Leal, UCP Coordinator, Urban County Program

JUN 4 2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM ACCESS PROGRAM

BID OPENING DATE: JUNE 02, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: PRECINCT 2009-CITY OF ALTON-STREET IMPROVEMENTS

BID NO: 5009-10-0311-5000-1000-UCP-ML2 **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Total Price	Bid Bond/ Cashier's Check Included
1.	Total Commitment, LLC	$143,620.00	Bid Bond Included
2.	Valley Paving Inc.	$153,265.00	Bid Bond Included
3.	IOC Company	$153,730.00	Bid Bond Included
4.	Mission Paving Co.	$136,165.50	Bid Bond Included
5.	Garcia & Martinez Paving	$160,792.00	Bid Bond Included
6.	Sascon Inc.	$240,980.00	Bid Bond Included
7.			
8.			
9.			

*TYPED AS READ AT BID OPENING, NOT VERIFIED/CALCULATED.

AI-21700 **18.A.**

Planning Department

CC REGULAR

Date:	06/22/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Preliminary Approval of Subdivision Plat with Variance Request:
1. Juan Munoz & Sons Subdivision – Pct. 1 (Juan Munoz)

BACKGROUND

Fiscal Impact

Attachments

Link: Juan Munoz & Sons;Preliminary

Link: Juan Munoz & Sons;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/17/2010 08:11 AM	APRV
1	Budget & Management	Erika Zamora	06/17/2010 08:11 AM	APRV
2	Olga Garza	Olga Garza	06/17/2010 10:18 AM	APRV
2	Olga Garza	Olga Garza	06/17/2010 10:18 AM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Nora Cavazos — Started On: 06/16/2010 04:10 PM

Final Approval Date: 06/18/2010

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: June 16, 2010

RE: **Juan Munoz & Sons Subdivision – Pct. 1**
Preliminary Approval with Variance Request

Juan Munoz & Sons Subdivision is a four (4) lot subdivision located on the West side of Mile 4 West Road approximately ¼ mile North of Mile 14 North Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 5, 2010. The proposed subdivision lies within a Zone "X Un-shaded" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 4 West Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Mile 4 North Road that will serve as the primary source of water for the proposed development.

The Developer is requesting a variance to the share driveway requirement along Mile 4 West Road. The rules state that a lot must be a minimum of 70 feet in width fronting on existing or proposed 100 ft. road right of way with a share driveway. Lot 3 has 67 ft. in width and therefore is not meeting the minimum requirement by 3 feet. The property has an existing asphalt driveway fronting Mile 4 West which will serve Lots 3 & 4.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **June 15, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Juan Muños & Sons 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		06-07-10	JRT
A	**1ST SHEET COMMENTS:** Minimum lot width for lots fronting an existing or proposed 100 foot right of way shall be 100 feet or 70 feet with a common share driveway.		
B	Please don't show existing water meters on plat.		
C	Please define the P.O.B. and the N.E. corner of subdivision property with a surveyor's monument and describe it on metes and bounds.		
D	PLAT NOTES: 2] Please add the front setback for garage / car port to be at 18' → Please add separate plat note restriction to state that; • "No *commercial use shall be allowed on lots 1 and 2*."		
E	**2ND SHEET COMMENTS:** Make sure all amounts on engineering repots and construction cost estimate chart coincides with 30 year letter and final engineering's construction cost estimate.		
F	**3RD SHEET COMMENTS:** 1/3 escrow is required for Arboledas Road.		
G	Please show contours on topography / drainage layout.		
H	Please provide tie down dimension for all existing structures from lot line.		
I	Please show existing driveways.		
J	Please label if Mile 4 West Rd is paved or caliche road.		
K	Label for contractor to re-grade Mile 4 West road side ditch.		
L	Please show flow elevation for drainage detentions swales.		
M	**Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling per lot"* as a reservation from and exception to conveyance warranty.**		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		

June 4, 2009

Hidalgo County
Advisory Board
1304 South 25th Street
Edinburg, TX 78539

Re: Juan Munoz & Sons Subdivision

Dear Board,

On behalf of Mr. Juan Munoz, owner of this subdivision, we are requesting that the County of Hidalgo grant a variance to the share driveway requirements along Mile 4 West. The Hidalgo County Subdivision Rules state that a lot must be a minimum of 70 feet in width fronting on existing or proposed 100 ft. Road Right-of-Ways with a share driveway. Lot 3 has 67 feet in width and therefore is not meeting the minimum requirement by 3 feet. Please consider that this property already has an existing asphalt driveway fronting Mile 4 West, which will serve Lots 3 & 4.

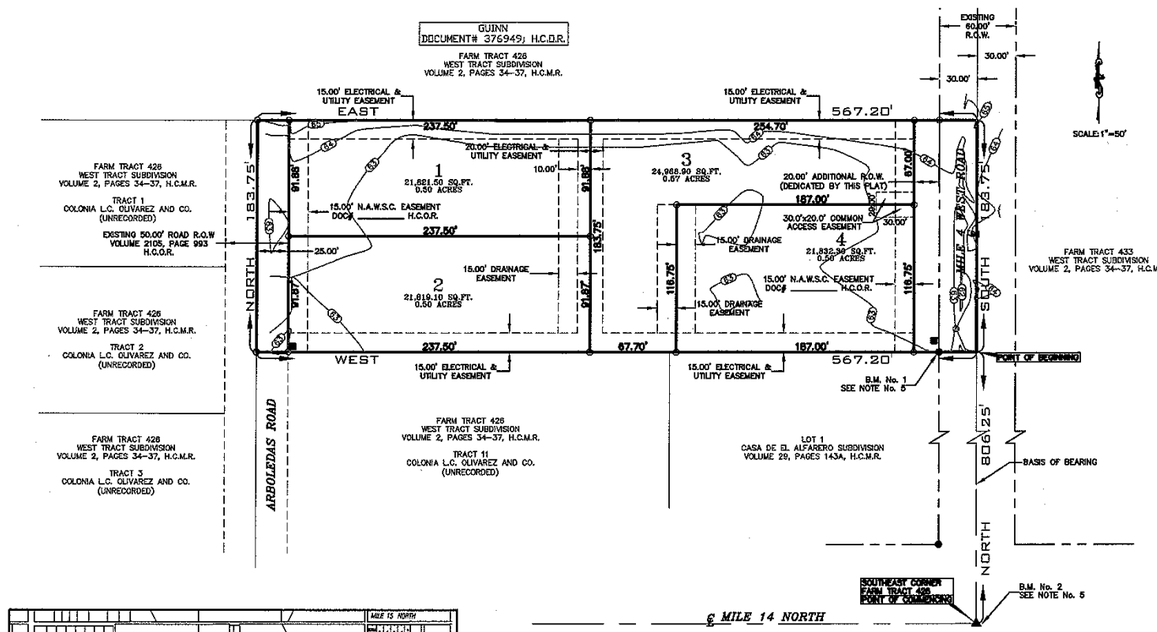
Your consideration of this matter would be greatly appreciated.

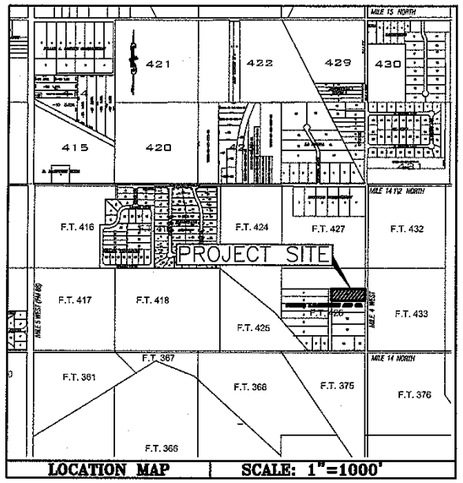
Sincerely,

Inez B. Garza Jr., P.E.

3011 San Felipe St. • San Juan, TX 78589 • (956) 905-2360

1304 S. 25th St. Edinburg, Texas 78542 (956) 318-2840 Fax. (956) 318-2844





LOCATION MAP | SCALE: 1"=1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

JUAN MUNOZ & SONS SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 ON THE EAST SIDE OF HIDALGO COUNTY, ALONG THE WEST SIDE OF MILE 4 WEST ROAD AND APPROXIMATELY 806.25 FEET NORTH OF MILE 14 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE U.S. CENSUS BUREAU, THE 2006 POPULATION ESTIMATE FOR THIS CITY WAS 31,442. JUAN MUNOZ & SONS SUBDIVISION FALLS OUTSIDE WESLACO'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

INDEX OF SHEETS

SHEET 1	PLAT WITH LOTS, EXISTING STREETS, EXISTING R.O.W AND ADDITIONAL R.O.W. DESIGNATIONS; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS WITH SEPTIC TANK NOTES; OWNERS' DEDICATION, CERTIFICATION; AND ATTESTATION; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. NO. 1, H.C.C.I.D. No. 9, SURVEYOR'S, AND ENGINEER'S, R.O.W., & H.C.N.D. CERT.
SHEET 2	UTILITY LAYOUT, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE; WATER (OSSF) AND ENGINEER'S CERTIFICATION; PRINCIPAL CONTACTS (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATION AND STATEMENT; IMPROVEMENT COST ESTIMATE; TYPICAL DETAILS: WATER SERVICE; SAMPLE OF LOG BOOK FOR OSSF SYSTEM CONNECTION
SHEET 3	DRAINAGE LAYOUT, DRAINAGE REPORT; ENGINEER'S CERTIFICATION; TYPICAL DETAILS: DRAINAGE SWALE CROSS-SECTION; PRINCIPAL CONTACTS;

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUAJARDO, JR.
COUNTY CLERK
ON: _____ AT _____ AM/PM
AS A RECORDING NUMBER _____
BY, _____ DEPUTY

METES AND BOUNDS

A 2.39 ACRE TRACT OF LAND OUT OF FARM TRACT 426, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS, THIS TRACT IS ALSO KNOWN AS TRACT 10 OUT OF UNRECORDED L.C. OLIVAREZ AND CO. SUBDIVISION; SAID 2.39 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF FARM TRACT 426;

THENCE, NORTH, WITH THE EAST LINE OF SAID FARM TRACT 426, A DISTANCE OF 806.25 FEET, TO THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, WEST, AT 30.00 FEET PASS A 1/2 INCH IRON ROD FOUND AT THE WEST RIGHT OF WAY LINE OF MILE 4 WEST, AT 567.20 FEET IN ALL TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH, A DISTANCE OF 183.75 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, EAST, AT 537.20 FEET PASS A 1/2 INCH IRON ROD SET FOR THE WEST RIGHT OF WAY LINE OF MILE 4 WEST, AT 567.20 FEET IN ALL TO THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH, WITH THE EAST LINE OF SAID FARM TRACT 426, A DISTANCE OF 183.75 FEET TO THE POINT OF BEGINNING, CONTAINING 2.39 ACRE TRACT OF LAND, MORE OR LESS.

LEGEND

- ● – FOUND 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD
- ▲ – FOUND COTTON PICKER SPINDLE (CPS)
- ⊗ – SET 60-D NAIL
- ⊗ – FOUND 60-D NAIL
- ⊗ – POWER POLE
- ⊕ – TELEPHONE PEDESTAL
- ■ – WATER METER
- ○ – IRRIGATION STAND PIPE
- ⋈ – IRRIGATION VALVE
- ● – TREE
- ——x—— – FENCE
- ——→—— – NATURAL FLOW
- ELEVATIONS 95.00 – NATURAL GROUND
- ELEVATIONS 100.00 – EDGE OF PAVEMENT
- ELEVATIONS 105.00 – TOP OF ASPHALT

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JUAN MUNOZ, AS OWNERS OF THE 2.39 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED JUAN MUNOZ & SONS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
JUAN MUNOZ,
1307 E. MILE 14 1/2 NORTH
WESLACO, TX 78596

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JUAN MUNOZ PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2010

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JUAN MUNOZ & SONS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2010.

_____ _____ ATTEST: _____ _____
HIDALGO COUNTY JUDGE DATE HIDALGO COUNTY CLERK DATE

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JUAN MUNOZ & SONS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____, 2010.

_____ _____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE JUAN MUNOZ & SONS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2010.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

DRAINAGE DISTRICT CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
BY DATE

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATED THIS _____ DAY OF _____ 2010.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID No. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID No. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

_____
GENERAL MANAGER

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

_____ _____
JOSE MARIO GONZALEZ DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS – JOSE MARIO GONZALEZ – 5571 – REGISTERED – PROFESSIONAL LAND SURVEYOR – 2010

ENGINEER CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

_____ _____
INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS – INEZ B. GARZA JR. – 60824 – REGISTERED – PROFESSIONAL ENGINEER

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NUMBER 480334 0450 C
EFFECTIVE DATE JUNE 6, 2000, AND REVISED TO REFLECT LOMR
DATED MAY 30, 2002.

2. SETBACKS:
FRONT (LOTS 1-2): 25.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
FRONT (LOTS 3-4): 50.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
REAR: 10.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
SIDE: 6.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS LOCATED IN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. NO. 1: ELEVATION=62.71, N.A.V.D. 88; DESCRIPTION: HALF (1/2") IRON ROD FOUND AT THE SOUTHEAST CORNER OF PROPERTY.
B.M. NO. 2: ELEVATION=63.87, N.A.V.D. 88; DESCRIPTION: COTTON-PICKER SPINDLE (CPS) FOUND AT THE SOUTHEAST CORNER OF FARM TRACT 426, ALSO BEING THE INTERSECTION OF MILE 14 NORTH AND MILE 4 WEST.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 1,814 CUBIC-FEET OR 0.04 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE SWALES ON BACK OF THE LOTS.
DRAINAGE RETENTION PER LOT:
LOTS 1-2 = 432 C.F. LOT 3 = 500 C.F. LOT 4 = 435 C.F.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENTS. SAID DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY HEALTH DEPARTMENT AND ACCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. JUAN MUNOZ, OWNER & SUBDIVIDER OF JUAN MUNOZ & SONS SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS AND UTILITIES WILL BE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE.

15. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.

17. ALL LOTS IN JUAN MUNOZ & SONS SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN JUAN MUNOZ & SONS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF JUAN MUNOZ & SONS SUBDIVISION, THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING JUAN MUNOZ & SONS SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN JUAN MUNOZ & SONS SUBDIVISION. THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN JUAN MUNOZ & SONS SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

18. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 4 WEST ROAD ON TO LOTS 3 & 4. A 12 FOOT SHARE DRIVEWAY ENTRANCE EXISTS BETWEEN LOT 3 & 4 WITHIN COMMON ACCESS EASEMENT TO PROVIDE INGRESS AND EGRESS FROM MILE 4 WEST ROAD.

NORTH ALAMO WATER SUPPLY CORPORATION
RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (Hereinafter called "Grantee"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER, WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IF IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS____DAY OF_____ 2010.

_____
JUAN MUNOZ,
1307 E. MILE 14 1/2 NORTH
WESLACO, TX 78596

PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE & FAX
OWNER: JUAN MUNOZ		1307 E. MILE 14 1/2 NORTH, WESLACO, TX 78596	(956) 330-9481
ENGINEER: INEZ B. GARZA	P.E.	3011 SAN FELIPE STREET, SAN JUAN, TX 78589	(956) 905-2360
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S.	8207 MATEO ESCOBAR, MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

DATE OF PREPARATION: JUNE 4, 2010

RIO DELTA SURVEYING
8207 MATEO ESCOBAR, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: RIOVALLEYSURVEYING@MSN.COM

JOB NUMBER: RIO 10 043 | SURVEYED: FEBRUARY 23, 2010

SUBDIVISION PLAT OF
JUAN MUNOZ & SONS
A 2.39 ACRE TRACT OF LAND OUT OF FARM TRACT 426, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
PHONE: (956) 905-2360

PROJECT: PLAT SHEET 1 — WESLACO TEXAS

PAGE: 1/3

AI-21605 **19.A.**

MOU with UTPA

CC REGULAR

Date:	06/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion, Approval of Memorandum of Understanding between Hidalgo County Head Start Program and The University of Texas Pan American

BACKGROUND

Policy Council Approval: 06.16.10

Fiscal Impact

Attachments

Link: MOU UTPA (revised)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 11:46 AM	APRV
2	Dale Kennan	Dale Kennan	06/17/2010 10:31 AM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2010 02:32 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW
Form Started By: Linda Galaviz			Started On: 06/10/2010 11:04 AM	
Final Approval Date: 06/18/2010				

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Pan American
2010 – 2011

WHEREAS, the County of Hidalgo Acting by and through the Hidalgo County Head Start Program ("Head Start"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at the University of Texas-Pan American campus, hereinafter referred to as "University".

WHEREAS, the University desires to provide facilities to Head Start Program, where it can provide its services to qualified children of the service area,

NOW THEREFORE, The University and Head Start covenant and agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular Head Start Program hours, in order to provide child development and daycare services for qualified children of the service area. The Head Start Program will operate between the hours of 7:30 a.m. and 5:30 p.m. as needed in facilities provided and designated by the University at College of Education Model Lab Center. The University will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a play ground area to be used by the Head Start Program for a program defined above.

2. Term

The term of this Memorandum of Understanding is for one (1) year commencing July, 2010 and terminating July, 2011.

3. Facilities

The University hereby agrees to provide two (2) classrooms located in the College of Education, a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a play ground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Head start agrees to pay for all utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Head Start will also pay for all expenses associated with the maintenance of the facility and seven (7) parking passes for the Head Start staff. Head Start shall coordinate all programs and schedules with the assigned Liaison of the University.

Head Start assumes full responsibility and liability arising from, associated with or in any way connected to the storage of all property of Head Start on the premises of the University. In connection therewith and not in any way limiting the foregoing, Head Start expressly assumes all liability and responsibility for theft or damages to property of Head Start located on the premises of

the University. Head Start further agrees to the extent allowed by law to hold the University harmless from all liability associated with or related to property of Head Start located on the premises of the University. To the extent authorized under the constitution and laws of the State of Texas, Head Start shall hold the University harmless from liability resulting from Head Start acts of omissions within the terms of this Memorandum of Understanding provided, however, Head Start shall not hold the University harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of the University, its officers, agents, representatives, or employees, or any person or entity not subject to Head Start's supervision or control.

4. Damages or Destruction

In the event any equipment and/or other property of Head Start or the University is damaged or destroyed by Head Start, its employees, agent, or guests regardless of the extent of such damage or destruction, Head Start shall within (5) days from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed equipment, building, or other property of Head Start or the University. Said repair, reconstruction, or replacement shall be pursed with reasonable diligence so that the equipment, building or other property of the University shall be restored to substantially the same condition it was in prior to the happening of such damage or destruction, provided, however, that if commencement or completion of this restoration is prevented or delayed by reasons beyond the control of Head Start, the completion of this restoration will automatically be extended for the period of each such delay. Head Start shall, within twenty-four (24) hours, report any such damage to the University.

5. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall maintain in place an insurance policy insuring its property and against a personal injury claim brought against Head Start. Head Start agrees to carry insurance covering its liability due to its operation to the extent permitted by law. Head Start shall furnish the University with certificates of all insurance required.

6. Indemnification

To the extent authorized under the constitution and laws of the State of Texas, the University shall hold Head Start harmless from liability resulting from the University's acts of omissions within the terms of this Memorandum of Understanding provided, however, the University shall not hold Head Start harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Head Start, its officers, agents, representatives, or employees, or any person or entity not subject to the University's supervision or control. Head Start agrees to the extent allowed by law to indemnify and hold the University entirely free and harmless from all liability arising from Head Start's agents, employees, and representatives.

7. Other

The University's College of Education (COE) student organizations agree to collaborate with Head Start through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in Head Start Model Lab Center to include: Early childhood Education, Bilingual Education and Special Education. The COE agrees to assist Head Start in receiving NAEYC accreditation. Early Childhood Graduate students will set up STAP classrooms as per NAEYC guidelines. Head Start agrees to allow the University to use the Head Start classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. Head Start agrees to allow the University to use the Head Start classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). Head Start agrees to allow COE faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. Head Start parents who enroll their children in the COE Head Start Model Lab center will grant permission for their children to be part of the naturalistic observation research that takes place daily. This will be done through the one-way view windows in classrooms 1.404 and 1.406.

8. Termination

The University and Head Start shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) days notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination.

Date:_____

By:_____
James R. Langabeer, VP for Bus Affairs
The University of Texas-Pan American

Date: _____

By: _____
Honorable Rene Ramirez
Hidalgo County Judge

OXFORD & GONZALEZ

Date: _____

By: _____
Ricardo Gonzalez

By: _____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

ATLAS & HALL

By: _____
Stephen L. Crain

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-21604 **19.B.**

Payment #5 to Rigney Construction

CC REGULAR

Date:	06/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Presentation for Discussion and Approval of Certificate of Payment #5 to Rigney Construction & Development, LLC, for the Construction of Three (3) Portable Two Classroom Buildings, Under Purchase Order No. 78991

BACKGROUND

Policy Council Approval: 06.16.10

Fiscal Impact

Attachments

Link: Payment #5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 11:45 AM	APRV
1	Budget & Management	Erika Zamora	06/10/2010 11:45 AM	APRV
2	Dale Kennan	Dale Kennan	06/10/2010 03:43 PM	APRV
2	Dale Kennan	Dale Kennan	06/10/2010 03:43 PM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW
3	Auditor's Office		06/18/2010 05:33 PM	NEW
Form Started By: Linda Galaviz			Started On: 06/10/2010 10:57 AM	
Final Approval Date: 06/18/2010				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 16, 2010

SUBJECT: Presentation for Discussion and Approval of Certificate of Payment #5 to Rigney Construction & Development, LLC, for the Construction of Three (3) Portable Two Classroom Buildings, Under Purchase Order № 78991

RATIONALE/NEED: This is the fifth partial payment for the construction work performed by Rigney Construction & Development LLC, on the three (3) portable two classroom buildings.

RECOMMENDATION: Administration recommends approval.

COST: Approximately $31,403.28

RELATED INFORMATION INCLUDED: Memo/Application & Certification for Payment

* * * *

rofa architects

rike ogden figueroa allex

June 8, 2010

Mr. Ambrosio Tovar
Hidalgo County Headstart
P.O. Box 0117
Edinburg, Texas 78540

Re: Hidalgo County Head Start Program Three Portable Classroom Addition

Dear Mr. Tovar:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment" No. 5 submitted by Rigney Construction & Development, LLC in the amount of **$31,403.28**
2. Statement of Surety Company for Review of Application for Payment #5 dated May 24, 2010.

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Received by: _____

JUN-08-2010(TUE) 11:06 RUTH HAMILTON (FAX)1956 687 3433 P.002/008

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Hidalgo County Head Start Program
1901 W. State Hwy 107
Edinburg, TX 78540

PROJECT: HC Head Start Program 3 Portable Buildings

APPLICATION NO: 05
PERIOD TO: 5/31/10
PROJECT NO: 09.112
ARCH PROJ NO: 29009
CONTRACT DATE:
APPLICATION DATE: 5/25/10
INVOICE NO: 05

Distribution To:
[X] OWNER
[X] ARCHITECT
[X] CONTRACTOR
[ ]

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

ARCHITECT: Rike Ogden Figueroa Allex Architects
1007 Walnue Ave.
McAllen, TX 78501

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	$	350,000.00
NET CHANGE BY CHANGE ORDERS	$	
CONTRACT SUM TO DATE	$	350,000.00
TOTAL COMPLETED AND STORED TO DATE	$	318,299.42
RETAINAGE:		
5% OF COMPLETED WORK	$	15,914.96
5 % OF STORED MATERIAL	$	0.00
TOTAL RETAINAGE	$	15,914.96
TOTAL EARNED LESS RETAINAGE	$	302,384.46
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$	0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	270,981.18
CURRENT PAYMENT DUE	$	31,403.28
BALANCE TO FINISH INCLUDING RETAINAGE	$	47,615.54

(See Attached Pages for Original Contract and Change Order Breakdown.)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Rigney Construction & Development, LLC

By: _____ Date: May 25, 2010
Carlos Ozuna

State of: Texas
County of: Hidalgo
Subscribed and sworn to before me this May 25, 2010

NOTARY PUBLIC: Rosalinda Rodriguez
My Commission Expires: 3/30/2013

ROSALINDA RODRIGUEZ
My Commission Expires
March 30, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 31,403.28

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: Rike Ogden Figueroa Allex Architects

By: _____ Date: 6.8.10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

JUN-08-2010(TUE) 17:02 KUHN ARCHITECTS (FAX)1956 687 3433 P.003/008

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

CONTRACT FOR: General Construction

PROJECT: HC Head Start Program 3 Portable Buildings

CONTRACTOR'S PROJECT NO: 09.112

ARCHITECT'S PROJECT NO: 29009

PAGE NO: 2 OF: 6

APPLICATION NUMBER: 05

APPLICATION DATE: 5/25/10

PERIOD FROM: 5/1/10 TO: 5/31/10

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
	EDINBURG NO. 4								
1	General Conditions	1,233.33	0.00	0.00	0.00	0.00	?	0.00	0.00
2	Bonds	2,083.33	1,110.00	123.33		1,233.33	100%	0.00	61.67
3	Permits	250.00	2,083.33			2,083.33	100%	0.00	104.17
4	Project Management	1,956.00	250.00			250.00	100%	0.00	12.50
5	Project Superintendent	2,666.66	1,760.40	195.60		1,956.00	100%	0.00	97.80
6	Final Cleaning	500.00	2,400.00	266.66		2,666.66	100%	0.00	133.33
7	Contingency Allowance	5,000.00		500.00		500.00	100%	0.00	25.00
8	MEP Allowance	2,666.66					0%	5,000.00	0.00
9	Selective Demolition	400.00	400.00				0%	2,666.66	0.00
10	Sitework	1,900.00	1,900.00			400.00	100%	0.00	20.00
11	Termite Control	191.66	191.66			1,900.00	100%	0.00	95.00
12	Site Utilities	3,666.66	3,300.00	366.66		191.66	100%	0.00	9.58
13	Concrete Accessories	96.66	96.66			3,666.66	100%	0.00	183.33
14	Reinforcing Steel	276.66	276.66			96.66	100%	0.00	4.83
15	Concrete	692.33	692.33			276.66	100%	0.00	13.83
16	Concrete Foundation	533.33	533.33			692.33	100%	0.00	34.62
17	Misc Steel	2,546.00	2,546.00			533.33	100%	0.00	26.67
18	Lumber	10,707.00	10,707.00			2,546.00	100%	0.00	127.30
19	Rough Carpentry	4,666.66	4,666.66			10,707.00	100%	0.00	535.35
20	Finish Carpentry	500.00	500.00			4,666.66	100%	0.00	233.33
21	Wood Trusses	1,455.00	1,455.00			500.00	100%	0.00	25.00
22	Vinyl Gutter	550.00		550.00		1,455.00	100%	0.00	72.75
23	Rubber Ramp	0.00				550.00	100%	0.00	27.50
24	Building Insulation	1,050.00	945.00	105.00			?	0.00	0.00
25	Asphalt Shingles	2,088.00	2,088.00			1,050.00	100%	0.00	52.50
26	HM Doors/Frames	2,880.00	2,880.00			2,088.00	100%	0.00	104.40
27	Wood Doors	1,795.00	1,795.00			2,880.00	100%	0.00	144.00
28	Aluminum Windows	480.00	480.00			1,795.00	100%	0.00	89.75
29	Finish Hardware	4,088.00	4,088.00			480.00	100%	0.00	24.00
30	Gypsum Drywall	984.00	984.00			4,088.00	100%	0.00	204.40
31	Glass-Mat Faced Gypsum	90.66	90.66			984.00	100%	0.00	49.20
32	Ceramic Tile	2,000.00	1,929.42			90.66	100%	0.00	4.53
						1,929.42	96%	70.58	96.47
	Contract Page 2 Totals	$59,993.60	$50,149.11	$2,107.25	$0.00	$52,256.36	87%	$7,737.24	$2,612.81

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

CONTRACT FOR: General Construction

PROJECT: HC Head Start Program 3 Portable Buildings

CONTRACTOR'S PROJECT NO: 09.112

ARCHITECT'S PROJECT NO: 29009

PAGE NO: 3 OF: 6

APPLICATION NUMBER: 05

APPLICATION DATE: 5/25/10

PERIOD FROM: 5/1/10 TO: 5/31/10

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
33	Acoustical Ceilings	3,333.33	3,000.00	333.33	0.00	3,333.33	100%	0.00	166.67
34	Resilient Flooring/Base	2,394.00	2,323.42	70.58		2,394.00	100%	0.00	119.70
35	Painting	4,333.33	3,900.00	433.33		4,333.33	100%	0.00	216.67
36	Marker Boards/Tack Boards	1,228.00		1,228.00		1,228.00	100%	0.00	61.40
37	Fire Extinguishers	475.00	475.00			475.00	100%	0.00	23.75
38	Toilet Accessories	875.00	875.00			875.00	100%	0.00	43.75
39	Room Signage	383.33		383.33		383.33	100%	0.00	19.17
40	Plumbing	8,000.00	7,200.00	800.00		8,000.00	100%	0.00	400.00
41	HVAC	10,666.66	9,600.00	1,066.66		10,666.66	100%	0.00	533.33
42	Electrical	12,333.33	11,995.00	338.33		12,333.33	100%	0.00	616.67
43	Fire Alarm	4,000.00	3,600.00	400.00		4,000.00	100%	0.00	200.00
44	Profit	3,384.66	3,046.00	338.66		3,384.66	100%	0.00	169.23
	EDINBURG NO. 5								
45	General Conditions	1,233.33	1,110.00	123.33		1,233.33	100%	0.00	61.67
46	Bonds	2,083.33	2,083.33			2,083.33	100%	0.00	104.17
47	Permits	250.00	250.00			250.00	100%	0.00	12.50
48	Project Management	1,956.00	1,760.40	195.60		1,956.00	100%	0.00	97.80
49	Project Superintendent	2,666.67	2,400.00	266.67		2,666.67	100%	0.00	133.33
50	Final Cleaning	500.00		500.00		500.00	100%	0.00	25.00
51	Contingency Allowance	5,000.00					0%	5,000.00	0.00
52	MEP Allowance	2,666.67					0%	2,666.67	0.00
53	Selective Demolition	400.00	400.00			400.00	100%	0.00	20.00
54	Sitework	0.00	0.00			0.00	?	0.00	0.00
55	Termite Control	191.67	191.67			191.67	100%	0.00	9.58
56	Site Utilities	3,666.67	3,666.67			3,666.67	100%	0.00	183.33
57	Concrete Accessories	96.67	96.67			96.67	100%	0.00	4.83
58	Reinforcing Steel	276.67	276.67			276.67	100%	0.00	13.83
59	Concrete	692.33	692.33			692.33	100%	0.00	34.62
60	Concrete Foundation	533.33	533.33			533.33	100%	0.00	26.67
61	Misc Steel	2,546.00	2,546.00			2,546.00	100%	0.00	127.30
62	Lumber	10,707.00	10,707.00			10,707.00	100%	0.00	535.35
	Contract Page 3 Totals	$86,872.98	$72,728.49	$6,477.82	$0.00	$79,206.31	91%	$7,666.67	$3,960.32
	Pages 2 - 3 Totals	$146,866.58	$122,877.60	$8,585.07	$0.00	$131,462.67	90%	$15,403.91	$6,573.13

JUN-08-2010 11:08 (THX)1956 687 3433 RUTH HALLFIELD

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

CONTRACT FOR: General Construction

PROJECT: HC Head Start Program 3 Portable Buildings

CONTRACTOR'S PROJECT NO: 09.112

ARCHITECT'S PROJECT NO: 29009

PAGE NO: 4 OF: 6

APPLICATION NUMBER: 05

APPLICATION DATE: 5/25/10

PERIOD FROM: 5/1/10 TO: 5/31/10

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
63	Rough Carpentry	4,666.67	4,666.67	0.00	0.00	4,666.67	100%	0.00	233.33
64	Finish Carpentry	500.00	500.00			500.00	100%	0.00	25.00
65	Wood Trusses	1,455.00	1,455.00			1,455.00	100%	0.00	72.75
66	Vinyl Gutter	550.00		550.00		550.00	100%	0.00	27.50
67	Rubber Ramp	699.00		699.00		699.00	100%	0.00	34.95
68	Building Insulation	1,050.00	945.00	105.00		1,050.00	100%	0.00	52.50
69	Asphalt Shingles	2,088.00	2,088.00			2,088.00	100%	0.00	104.40
70	HM Doors/Frames	2,880.00	2,880.00			2,880.00	100%	0.00	144.00
71	Wood Doors	1,795.00	1,795.00			1,795.00	100%	0.00	89.75
72	Aluminum Windows	480.00	480.00			480.00	100%	0.00	24.00
73	Finish Hardware	4,088.00	4,088.00			4,088.00	100%	0.00	204.40
74	Gypsum Drywall	984.00	984.00			984.00	100%	0.00	49.20
75	Glass-Mat Faced Gypsum	90.67	90.67			90.67	100%	0.00	4.53
76	Ceramic Tile	2,000.00	1,929.42	70.58		2,000.00	100%	0.00	100.00
77	Acoustical Ceilings	3,333.33	3,000.00	333.33		3,333.33	100%	0.00	166.67
78	Resilient Flooring/Base	2,394.00	2,323.42	70.58		2,394.00	100%	0.00	119.70
79	Painting	4,333.33	3,900.00	433.33		4,333.33	100%	0.00	216.67
80	Marker Boards/Tack Boards	1,228.00		1,228.00		1,228.00	100%	0.00	61.40
81	Fire Extinguishers	475.00	475.00			475.00	100%	0.00	23.75
82	Toilet Accessories	875.00	875.00			875.00	100%	0.00	43.75
83	Room Signage	383.33		383.33		383.33	100%	0.00	19.17
84	Plumbing	8,000.00	7,200.00	800.00		8,000.00	100%	0.00	400.00
85	HVAC	10,666.67	9,600.00	1,066.67		10,666.67	100%	0.00	533.33
86	Electrical	12,333.33	11,995.00	338.33		12,333.33	100%	0.00	616.67
87	Fire Alarm	4,000.00	3,600.00	400.00		4,000.00	100%	0.00	200.00
88	Profit	3,384.67	3,046.00	338.67		3,384.67	100%	0.00	169.23
	SAN JUAN NO. 2								
89	General Conditions	1,233.34	1,110.00	123.34		1,233.34	100%	0.00	61.67
90	Bonds	2,083.34	2,083.34			2,083.34	100%	0.00	104.17
91	Permits	250.00	250.00			250.00	100%	0.00	12.50
92	Project Management	1,956.00	1,760.40	195.60		1,956.00	100%	0.00	97.80
	Contract Page 4 Totals	$80,255.68	$73,119.92	$7,135.76	$0.00	$80,255.68	91%	$0.00	$4,012.79
	Pages 2 - 4 Totals	$227,122.26	$195,997.52	$15,720.83	$0.00	$211,718.35	93%	$15,403.91	$10,585.92

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

CONTRACT FOR: General Construction

PROJECT: HC Head Start Program 3 Portable Buildings

CONTRACTOR'S PROJECT NO: 09.112

ARCHITECT'S PROJECT NO: 29009

PAGE NO: 5 OF: 6

APPLICATION NUMBER: 05

APPLICATION DATE: 5/25/10

PERIOD FROM: 5/1/10 TO: 5/31/10

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
93	Project Superintendent	2,666.67	2,400.00	266.67	0.00	2,666.67	100%	0.00	133.33
94	Final Cleaning	500.00		500.00		500.00	100%	0.00	25.00
95	Contingency Allowance	5,000.00	2,370.00			2,370.00	47%	2,630.00	118.50
96	MEP Allowance	2,666.67					0%	2,666.67	0.00
97	Demark Allowance San Juan	17,000.00		6,000.00		6,000.00	35%	11,000.00	300.00
98	Sitework	1,900.00	1,900.00			1,900.00	100%	0.00	95.00
99	Selective Demolition	400.00	400.00			400.00	100%	0.00	20.00
100	Termite Control	191.67	191.67			191.67	100%	0.00	9.58
101	Site Utilities	3,666.67	3,300.00	366.67		3,666.67	100%	0.00	183.33
102	Concrete Accessories	96.67	96.67			96.67	100%	0.00	4.83
103	Reinforcing Steel	276.67	276.67			276.67	100%	0.00	13.83
104	Concrete	692.34	692.34			692.34	100%	0.00	34.62
105	Concrete Foundation	533.34	533.34			533.34	100%	0.00	26.67
106	Misc Steel	2,546.00	2,546.00			2,546.00	100%	0.00	127.30
107	Lumber	10,707.00	10,707.00			10,707.00	100%	0.00	535.35
108	Rough Carpentry	4,666.67	4,666.67			4,666.67	100%	0.00	233.33
109	Finish Carpentry	500.00	500.00			500.00	100%	0.00	25.00
110	Wood Trusses	1,455.00	1,455.00			1,455.00	100%	0.00	72.75
111	Vinyl Gutters	550.00		550.00		550.00	100%	0.00	27.50
112	Rubber Ramp	0.00					?	0.00	0.00
113	Building Insulation	1,050.00	945.00	105.00		1,050.00	100%	0.00	52.50
114	Asphalt Shingles	2,088.00	2,088.00			2,088.00	100%	0.00	104.40
115	HM Doors/Frames	2,880.00	2,880.00			2,880.00	100%	0.00	144.00
116	Wood Doors	1,795.00	1,795.00			1,795.00	100%	0.00	89.75
117	Aluminum Windows	480.00	480.00			480.00	100%	0.00	24.00
118	Finish Hardware	4,088.00	4,088.00			4,088.00	100%	0.00	204.40
119	Gypsum Drywall	984.00	984.00			984.00	100%	0.00	49.20
120	Glass-Mat Faced Gypsum	90.67	81.60	9.07		90.67	100%	0.00	4.53
121	Ceramic Tile	2,000.00	1,929.42	70.58		2,000.00	100%	0.00	100.00
122	Acoustical Ceilings	3,333.34	3,000.00	333.34		3,333.34	100%	0.00	166.67
123	Resilient Flooring/Base	2,394.00	2,323.42	70.58		2,394.00	100%	0.00	119.70
124	Painting	4,333.34	3,900.00	433.34		4,333.34	100%	0.00	216.67
	Contract Page 5 Totals	$81,531.72	$56,529.80	$8,705.25	$0.00	$65,235.05	80%	$16,296.67	$3,261.74
	Pages 2 - 5 Totals	$308,653.98	$252,527.32	$24,426.08	$0.00	$276,953.40	90%	$31,700.58	$13,847.66

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

CONTRACT FOR: General Construction

PROJECT: HC Head Start Program 3 Portable Buildings

CONTRACTOR'S PROJECT NO: 09.112

ARCHITECT'S PROJECT NO: 29009

PAGE NO: 6 OF: 6

APPLICATION NUMBER: 05

APPLICATION DATE: 5/25/10

PERIOD FROM: 5/1/10 TO: 5/31/10

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
125	Marker Boards/Tack Boards	1,228.00	0.00	1,228.00	0.00	1,228.00	100%	0.00	61.40
126	Fire Extinguishers	475.00	475.00			475.00	100%	0.00	23.75
127	Toilet Accessories	875.00	875.00			875.00	100%	0.00	43.75
128	Room Signage	383.34		383.34		383.34	100%	0.00	19.17
129	Plumbing	8,000.00	6,880.00	1,120.00		8,000.00	100%	0.00	400.00
130	HVAC	10,666.67	9,600.00	1,066.67		10,666.67	100%	0.00	533.33
131	Electrical	12,333.34	11,840.00	493.34		12,333.34	100%	0.00	616.67
132	Fire Alarm	4,000.00		4,000.00		4,000.00	100%	0.00	200.00
133	Profit	3,384.67	3,046.00	338.67		3,384.67	100%	0.00	169.23
	Contract Page 6 Totals	$41,346.02	$32,716.00	$8,630.02	$0.00	$41,346.02	100%	$0.00	$2,067.30
	Pages 2 - 6 Totals	$350,000.00	$285,243.32	$33,056.10	$0.00	$318,299.42	91%	$31,700.58	$15,914.96

PAYMENT AND COMPLETION

Application for payment shall also be accompanied by a written notarized statement from the surety confirming that the surety has reviewed the application for payment and approves, without reservation, of its payment by the Owner.

"This is to confirm that we have reviewed the Application for Payment submitted by **Rigney Construction & Development, LLC**, Contractor, for work performed at the **Hidalgo County Head Start Program Three Portable Classroom Additions** project, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County Head Start Program."

Signature of Surety: _____
Andres Alvarez, Attorney-in-Fact
Travelers Casualty & Surety Co. of America

Acknowledgement

This instrument was acknowledged before me, the undersigned authority, by _____ on the 24th day of May, 2012.

DEBBIE RAE VALDEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-27-2013

_____
Notary Public

AI-21603 **19.C.**

Change Directives No. 1 and No. 2

CC REGULAR

Date:	06/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Requesting Approval of Change Directive No. 1 and Change Directive No. 2 in Connection with the "Construction of Three Portable Buildings" (Bid #2009-052-11-10), as Recommended by Project Architect, Rike, Odgen, Figueroa, Allex Architects, Inc.

BACKGROUND

Policy Council Approval: 06.01.10

Fiscal Impact

Attachments

Link: Change Directives No. 1 and No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/10/2010 11:44 AM	APRV
2	Dale Kennan	Dale Kennan	06/10/2010 03:04 PM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Linda Galaviz — Started On: 06/10/2010 10:49 AM

Final Approval Date: 06/18/2010

IV. PROGRAM OPERATIONS

B.1. Change Directive No. 1 and No. 2

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 1, 2010

SUBJECT: Requesting Approval of Change Directive No. 1 and Change Directive No. 2 in Connection With the "Construction of Three Portable Buildings" (Bid #2009-052-11-10), As Recommended by Project Architect, Rike Ogden Figueroa Allex Architects, Inc.

RATIONALE/NEED: Change Directive #1 and #2, are to add a ramp, and to upgrade the fire alarm system at the San Juan II Head Start site. These two changes are being utilized from the contingency allowance. The contract amount is not changing.

RECOMMENDATION: Administration recommends approval.

COST: Proposed Change Directive will have no Budgetary Impact on PO #78991, as originally proposed (IA-18932).

RELATED INFORMATION INCLUDED: Change Directive No. 1 and No. 2

* * * *

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*
Hidalgo County Head Start Three (3) Portables

DIRECTIVE NUMBER: 001
DATE: April 8, 2010

CONTRACT FOR: General Construction

CONTRACT DATED:
ARCHITECT'S PROJECT NUMBER: 29009

TO CONTRACTOR: *(Name and address)*
Rigney Construction & Development, LLC
3201 State Hwy 107
McAllen, Texas 78501

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

San Juan 2 Site:

ITEM NO. 1: RAMP:
That amount to include labor and material to Add new Ramp at San Juan No. 2 ADD: $2,370.00

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum decrease of $0.00
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
   - ☒ • As follows:
     San Juan 2 Site:

Contingency Allowance:	$ 5,000.00
CCD#1:	$ 2,370.00
Balance of Contingency:	$ 2,630.00

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Rike Ogden Figueroa Allex Architects Inc.	Hidalgo County Head Start Program	Rigney Construction & Development, LLC
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
1007 Walnut Avenue, McAllen, Texas 78501	1901 W. State Hwy 107, Edinburg, Texas 78540	3201 State Hwy 107, McAllen, Texas 78501

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User Notes:
(1630889587)

ADDRESS	ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Mr. Luis A. Figueroa, AIA *(Typed name)*	*(Typed name)*	*(Typed name)*
DATE	DATE	DATE

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User Notes: (2054050868)

RIGNEY CONSTRUCTION & DEVELOPMENT LLC
7011 N. Seminary Rd., Edinburg, TX 78541
(Phone) 956-638-6421
(Fax) 956-287-1646

CHANGE ORDER PROPOSAL

NO. 01

PROJECT: HC Head Start Program 3 Portable Buildings
COP NO.: 01
DATE QUOTED: 04/05/10

TO: Humberto Rodriguez
Rike Ogden Figueroa Allex Architects
1007 Walnue Ave.
McAllen, TX 78501
(Phone) 956-686-7771 (Fax) 956-687-3433

PROJECT NO.: 09.112
ARCH. PROJECT NO.: 29009
DAYS ALLOWED FOR APPROVAL:
EXPIRATION DATE: 04/05/10
REQUESTED EXTENSION OF TIME IN DAYS:

DESCRIPTION:
New Ramp Plan - San Juan No 2

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Rigney Construction & Development LLC		
	TOTAL FROM WORK BREAKDOWN PAGES	$2,370.00

APPROVAL

NAME:

DATE:

SEND COPIES TO

RIGNEY CONSTRUCTION & DEVELOPMENT LLC

BY: John Rigney
John Rigney, Project Manager

DATE: 4/5/10

SUB SUBTOTAL:		$2,370.00
BOND:		$0.00
SAFETY PROGRAM:		$0.00
SMALL TOOLS:		$0.00
GL INSURANCE:		$0.00
SUBTOTAL:		$2,370.00
OVERHEAD:	5%	$118.50
SUBTOTAL:		$2,488.50
PROFIT:	5%	$124.43
TOTAL COP AMOUNT:		$2,612.93

RIGNEY CONSTRUCTION & DEVELOPMENT LLC

Change Order Proposal No. : 01
Work Breakdown Page 1

Project: HC Head Start Program 3 Portable Buildings
Project No.: 09.112
Date: 04/05/10

Cost Code & Description	Quantity	Unit Costs Material	Labor	Equip	Other	Extended Costs Material	Labor	Equip	Other
21' Guardrails @ $35/lf	1	$735.00				$735.00	$0.00	$0.00	$0.00
Paint Guardrails @ $10/lf	1		$210.00			$0.00	$210.00	$0.00	$0.00
23 x 5 conc = 115 sf @ $5	1		$575.00			$0.00	$575.00	$0.00	$0.00
Frame work for extra ramp and curbs	1		$600.00			$0.00	$600.00	$0.00	$0.00
Extra demoliton of concrete & disposal	1		$250.00			$0.00	$250.00	$0.00	$0.00
Sales Tax	Labor Burden	Equipment Markup		Other Markup		$0.00	$0.00	$0.00	$0.00
Page 1 Subtotals						$735.00	$1,635.00	$0.00	$0.00
Page 1 Overhead on Self Performed Work				Overhead					$0.00
Page 1 Total Self Performed Work									$2,370.00

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)* Hidalgo County Head Start Three (3) Portables	**DIRECTIVE NUMBER:** 002 **DATE:** May 18, 2010	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONSULTANT: ☐
TO CONTRACTOR: *(Name and address)* Rigney Construction & Development, LLC 3201 State Hwy 107 McAllen, Texas 78501	**CONTRACT DATED:** **ARCHITECT'S PROJECT NUMBER:** 29009	CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

San Juan 2 Site:

ITEM NO. 1: FIRE ALARM SYSTEM:
That amount to include labor and material to replace existing and ADD to the New Portable building the fire alarm system, smokes and manual station. At San Juan No. 2 ADD: $6,000.00

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☐ • Lump Sum decrease of $0.00
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201-2007
   - ☒ • As follows:
     San Juan 2 Site:

Contingency Allowance:	$ 5,000.00
CCD#1:	$ 2,370.00
Balance of Contingency:	$ 2,630.00
Demarkline Allowance:	$17,000.00
CCD#2	$ 6,000.00
Balance of Contingency:	$ 11,000.00

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Rike Ogden Figueroa Allex Architects Inc.	Hidalgo County Head Start Program	Rigney Construction & Development, LLC
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
1007 Walnut Avenue, McAllen, Texas 78501	1901 W. State Hwy 107, Edinburg, Texas 78540	3201 State Hwy 107, McAllen, Texas 78501

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User Notes:
(1982883115)

ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Mr. Luis A. Figueroa, AIA *(Typed name)*	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

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User Notes: (2054050868)

RIGNEY CONSTRUCTION & DEVELOPMENT LLC
7011 N. Seminary Rd., Edinburg, TX 78541
(Phone) 956-638-6421
(Fax) 956-287-1646

CHANGE ORDER PROPOSAL NO. 02

PROJECT: HC Head Start Program 3 Portable Buildings
COP NO.: 02
DATE QUOTED: 05/12/10

PROJECT NO.: 09.112
ARCH. PROJECT NO.: 29009
DAYS ALLOWED FOR APPROVAL: 30
EXPIRATION DATE: 06/11/10
REQUESTED EXTENSION OF TIME IN DAYS: 15

TO: Humberto Rodriguez
Rike Ogden Figueroa Allex Architects
1007 Walnue Ave.
McAllen, TX 78501
(Phone) 956-686-7771 (Fax) 956-687-3433

DESCRIPTION:
Replace existing and add to the New Portable building the fire alarm system, Smokes and manual station

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT:
Superior Alarms	Fire Alarm Labor and Material	$10,500.00
Rigney Construction & Development LLC	Credit of new building fire alarm	-$4,500.00

TOTAL FROM WORK BREAKDOWN PAGES

APPROVAL

NAME:

DATE:

SEND COPIES TO

RIGNEY CONSTRUCTION & DEVELOPMENT LLC

BY:

Carlos Ozuna, Project Manager

DATE: 5/12/10

SUB SUBTOTAL:	$6,000.00
	$0.00
	$0.00
	$0.00
	$0.00
SUBTOTAL:	$6,000.00
	$0.00
SUBTOTAL:	$6,000.00
	$0.00
TOTAL COP AMOUNT:	$6,000.00

Superior Alarms

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1278

We send the police there in a hurry!

May 12, 2010

Rigney Construction & Development,LLC
3201 W.State Highway 107
McAllen, TX 78504-9475
Phone: (956) 638-6421
Fax: (956) 287-1646

Dear, Carlos

Hidalgo County Headstart Program
Portable Classroom Additions

Sections:
Fire Alarm System
Intercom Call System

San Juan Location NO .02 as depicted on sheet ES1.2
Replacing existing Simplex Panel system smokes and manual stations
And utilizing all audio visuals, visuals and all cable.

Base Total for NO.02 : $10.500.00 (+sales tax if applicable)

Acceptance Of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement. Note: Customer to provide all 120 vac at control panels as required & provide trenching, boring, conduit and back boxes as required. No allowances provided with this estimate.

Payment Method: Progressive Draws

Authorization _____ Date _____

Contact:
Ramiro Pecina
Office: (956) 661-6457
Fax: (956) 213-1278
Mobile: (956)793-9771
[illegible]@superioralarms.com

Print Return

AI-18932 **13.B.**
Three Portable Classrooms
CC REGULAR
Date: 12/15/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Area: Head Start

Information

CAPTION
Discussion/Approval of Bid Award and Contract to Lowest Bidder Meeting all Specification for the Construction of Three (3) Portable Classrooms Bid#2009-052-11-10

BACKGROUND
Policy Council Approval: 12.14.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Fiscal Impact.

Attachments

Portable Buildings
Bid Info
bid tabulation
BID BOND
BID FORM
BID PAGE
CONFLICE OF INTEREST
DEPT. FORM
INS. GENERAL
INS. WORKER-AUTO
APPLICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2009 03:46 PM	APRV
2	Roland Garcia	Rolando Garcia	12/11/2009 01:40 PM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Linda Galaviz **Started On:** 12/09/2009 01:51 PM
Final Approval Date: 12/11/2009

AgendaQuick©2005 - 2010 Destiny Software Inc., All Rights Reserved

AI-21740 **20.A.**

Museum Funding Agreement / Donna

CC REGULAR

Date:	06/22/2010
Submitted By:	Joann Gonzalez, COMM. PCT. #1
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Approval of Museum Funding Agreement between County of Hidalgo and the Donna Hooks Fletcher Museum.

BACKGROUND

Acct. #0-1100-451-32-115-058-0-843

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-451-32-115-058-0-843

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

BUDGETARY IMPACT:

Available Balance as of 6-18-10 $40,000.00.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 04:03 PM	APRV
1	Budget & Management	Erika Zamora	06/18/2010 04:03 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/18/2010 04:47 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/18/2010 04:47 PM	APRV
3	Auditor's Office	Angela Garcia	06/18/2010 05:33 PM	APRV
3	Auditor's Office	Angela Garcia	06/18/2010 05:33 PM	APRV

Form Started By: Joann Gonzalez Started On: 06/18/2010 03:23 PM

Final Approval Date: 06/18/2010

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the___ day of _____, 2010 by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Donna Hooks Fletcher Museum, a Texas non-profit corporation hereinafter referred to as the "Museum".

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Donna, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2010.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.
3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of

Forty Thousand and 00/100ths Dollars ($40,000.00), payable in six (6) equal monthly installments, beginning June 22, 2010 and ending December 31, 2010.

4. **Term.** The period of this Agreement will be for one (1) year, commencing on June 22, 2010 and ending December 31, 2010.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **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 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 the County and Museum, 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 County:	Hidalgo County, Texas Attention: County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
If to Museum:	Donna Hooks Fletcher Museum Attention: Executive Director P.O. Box 716 Donna, Texas 78537

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 the Museum and County in accordance with its terms.

19. **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.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

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

COUNTY OF HIDALGO, TEXAS

_____

Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

DONNA HOOKS FLETCHER MUSEUM

By:_____
Chairman, Board of Trustees

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

AI-21724 **21.A.**

Discussion on the Hidalgo County Courthouse Parking Lot
CC REGULAR

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Humberto Garza
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Discussion regarding the Hidalgo County Courthouse Parking Lot(s).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 10:31 AM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2010 02:50 PM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 06/18/2010 09:12 AM

Final Approval Date: 06/18/2010

AI-21725 **21.B.**

Discussion on Scofflaw Program

CC REGULAR

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Humberto Garza
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Discussion and possible action regarding a Scofflaw program.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 10:31 AM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2010 02:50 PM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 06/18/2010 09:36 AM

Final Approval Date: 06/18/2010

AI-21697 **22.A.**

Interlocal Cooperation Agreement

CC REGULAR

Date:	06/22/2010
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Agreement between the City of Palmview and the County of Hidalgo.

BACKGROUND

The City of Palmview will reimburse the County a total amount of $8,444.40 for materials. The County's portion for materials is $13,166.00.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-085-0-841

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

BUDGETARY IMPACT:

Available funds after CC approval of transfer (AI - 21734 6/22/10) is $8,444.40.

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-085-0-673

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

BUDGETARY IMPACT:

Available funds after CC approval of transfer (AI - 21734 6/22/10) is $13,166.00.

Attachments

Link: INTERLOCAL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/16/2010 04:10 PM	APRV
2	Perla Lopez	Perla Lopez	06/18/2010 03:15 PM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Norma Ceballos Started On: 06/16/2010 03:44 PM

Final Approval Date: 06/18/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PALMVIEW, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2010, by and between the CITY OF PALMVIEW, hereinafter referred to as "City", 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, City is a municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake street improvements to Champion Lane North, Champion Land West and Champion Lane East, all of which are streets within the Champion Estates Subdivision and that lie partially in the County and partially in the City (the "Street Improvements") as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The parties agree to coordinate efforts in making the Street Improvements as described herein.

2. The County shall provide all labor, materials and equipment to complete the Street Improvements described herein within the County and the City.

3. The Street Improvements shall consist of caliche and hot mix overlay.

4. Upon thirty (30) days of receipt of invoice from County, City agrees to reimburse County an amount of Eight Thousand Four Hundred and Forty Four Dollars and 44/100ths ($8,444.40) for overlay materials (caliche and hot mix) used for the Street Improvements and Seven Thousand Dollars and No/100ths ($7,000.00) for labor.

5. County agrees to inform City of any additional expenses it may encounter in making the Street Improvements within the city limits prior to commencing any additional work. Upon written approval from City to proceed with the additional work, County shall perform such work and seek reimbursement from City in the same manner as stated in paragraph 4 above.

6. County will follow the County's standard specifications in reconstruction and overlay improvements for the Street Improvements unless otherwise agreed in writing by both parties.

7. The parties agree that City and County will each inspect and accept the Street Improvements within their respective jurisdictions prior to declaring such work completed.

8. The parties further agree that upon completion of the Street Improvements, each party shall be responsible for the maintenance and operation of the Street Improvements that lie within their respective jurisdictions and shall release the other party of any and all obligations pertaining to the Street Improvements so long as any portion of the work remains within their respective jurisdiction.

9. The City and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the Street Improvements no later than 180 days from execution of this Agreement.

10. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.

11. **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 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 provision 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.

12. **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.

13. **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 City and County, and not otherwise.

14. **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.

15. **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 Palmview:	City of Palmview Attention: Mayor 400 W. Veteran's Blvd Palmview, Texas 78572
If to County:	County of Hidalgo Attention: County Judge J.D. Salinas, III P.O. Box 758 Edinburg, Texas 78540-0758
with copy to:	Commissioner, Precinct No.3 P.O. Box 607 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.

16. **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.

17. **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.

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

19. **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 of paragraph hereof.

20. **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.

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

22. **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.

23. **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 effective as of the day and year first written above.

CITY OF PALMVIEW, TEXAS

Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

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 §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to jointly undertake street improvements to Champion Lane North, Champion Land West and Champion Lane East located partially in the County and partially in the City within the Champion Estates Subdivision (the "Project") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Palmview.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

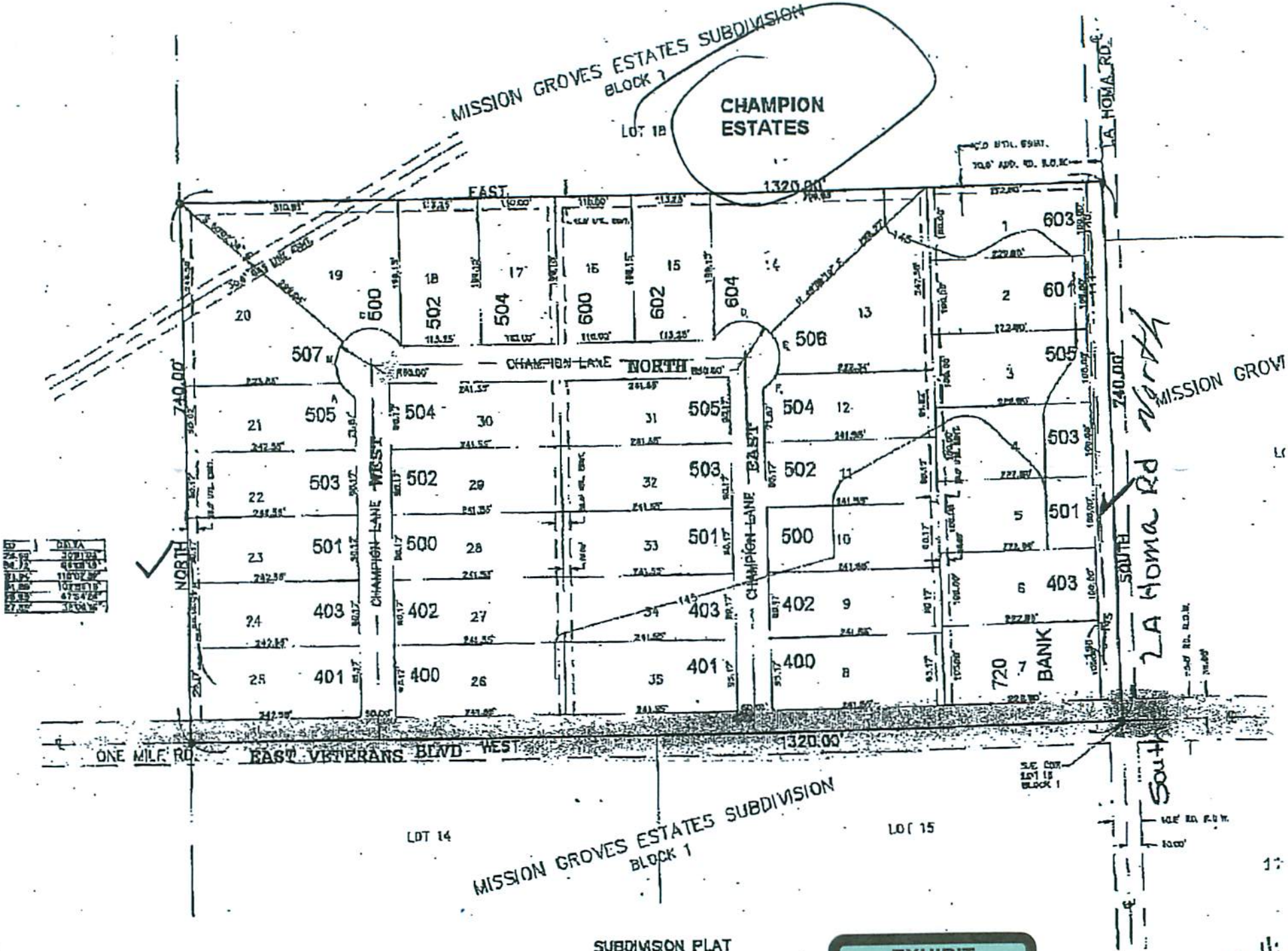
ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain



SUBDIVISION PLAT
OF
CHAMPION ESTATES
BEING A 22.42 [illegible] TRACT OF OUT OF
LOTS 16 [illegible] 18, BLOCK 1

EXHIBIT
A

AI-21727 **23.A.**

Tropical Texas Board Appointee

CC REGULAR

Date:	06/22/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Appointment of board member by Commissioner Oscar L. Garza to the Tropical Texas Behavioral Health Board.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 01:09 PM	APRV
2	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Angela Garcia — Started On: 06/18/2010 11:05 AM

Final Approval Date: 06/18/2010

AI-21738 **23.B.**

Santana Textiles Tax Abatement Agreement

CC REGULAR

Date:	06/22/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #4

Information

CAPTION

Discussion, consideration, and approval of a tax abatement agreement between Hidalgo County and Santana Textiles, L.L.C.

BACKGROUND

Fiscal Impact

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/18/2010 03:33 PM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2010 04:25 PM	APRV
3	Auditor's Office		06/18/2010 05:33 PM	NEW
Form Started By: Erika Reyna			Started On: 06/18/2010 03:17 PM	
Final Approval Date: 06/18/2010				

TAX ABATEMENT AGREEMENT BETWEEN HIDALGO COUNTY

AND

Santana Textiles, L.L.C.

This Tax Abatement Agreement (the "Agreement") is entered into effective as of June 22, 2010, by and between HIDALGO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representatives, pursuant to an Order dated June 22, 2010 by the Hidalgo County Commissioners Court (hereinafter referred to as the "Commissioners Court"), and Santana Textiles, L.L.C. (hereinafter referred to as "Owner").

Deleted: May

Deleted: May 18

WITNESSETH:

WHEREAS, on the 16th day of March, 2010, the County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, which are attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Guidelines and Criteria"); and

WHEREAS, on the 15th day of June, 2010, the City adopted an Order (the "Order"), establishing a City Reinvestment Zone for commercial/industrial tax abatement (hereinafter the "Zone"), as authorized by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code § 312.401 et seq., as amended (the "Act"); and

Deleted: May 18

Deleted: ounty

Formatted: Superscript

WHEREAS, the Guidelines and Criteria govern tax abatement agreements to be entered into by the County as contemplated by the Act; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, it is in the best interest of the County to enter into this Agreement in accordance with said Order and Act; and

WHEREAS, the Commissioners Court finds that the contemplated use of the real property within the Zone (hereinafter the "Property"), the contemplated improvements to the Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of the Zone in accordance with the purposes for its creation and are in compliance with the Order, the Act and all other applicable laws; and

WHEREAS, the Commissioners Court has determined that it would be in the best interest of the County to enter into an agreement with the Owner, pursuant to the Act to abate a portion of the value of the Property and the proposed improvements to be constructed thereon, along with certain eligible personal property, located on the land and used in connection with the administration or management of the operations on the Property (hereinafter the "Project").

NOW, THEREFORE, the County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment that contributes to the economic development of the County and the enhancement of the tax base in the County, and Owner for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax abatement set forth herein, as authorized by the Act), do hereby contract, covenant and agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Owner represents and warrants that Owner is the fee owner of the "Property" that is within the designated County Reinvestment Zone in the Order and the Property is legally described in the attached Exhibit "B", which Exhibit is made a part hereof for all purposes.

1.02 This Agreement covers only the abatement of new eligible value created by improvements to be made on this Property within the Zone by the Owner and by eligible personal property to be purchased by Owner for the Property in accordance with the terms hereof. Any increase in value from a reclassification or change in use of the Property or resulting from a roll-back will not be considered for abatement but will be included as part of the base value, and any other artificial increase in tax revenue or value will also be excluded from abatement. The Property is located within the Zone and is within the taxing jurisdiction of the County of Hidalgo.

1.03 Owner understands that the tax abatement shall be granted based on the new value created or jobs created on or after the execution hereof by the Project as a whole as may be reasonably determined by the Hidalgo County Appraisal District and the County of Hidalgo. Any tax abatement and/or recapture of taxes shall be applied to the portion of newly created value.

1.04 Owner represents and warrants that the Property is not included in an improvement project financed either in whole or in part with tax increment bonds or notes.

1.05 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

1.06 Owner represents and warrants that no interest in any of the property subject to abatement of taxes under this Agreement is presently owned or leased by a member of the Hidalgo County Commissioners Court and agrees that it shall not sell or lease an interest in the Property subject to this Agreement to any other County officer or employee, or any member of the governing body of any taxing unit joining in or adopting this Agreement, so long as this Agreement is in effect.

1.07 Owner represents and warrants as follows:

(a) with respect to the Property, Owner has not received a tax abatement or other economic development incentives from any government body other than County as of June, 22 2010, however Owner has been nominated to apply by the City of Edinburg for the Texas Enterprise Zone Program (a copy of the related ordinance is attached hereto as Exhibit E;

Deleted: May 18

(b) Owner filed the application for tax abatement with the County prior to commencement of construction as defined in section IV.A(1)(a)-(f) of the Guidelines and Criteria and that such commencement has not yet occurred;

(c) Owner is duly qualified to conduct business in the State of Texas, including without limitation building the Improvements and running the Project;

(d) this Agreement constitutes the valid and enforceable obligation of Owner in accordance with its terms; and

(e) Owner has all necessary right, title, license and authority to enter into this Agreement and the execution and performance of this Agreement by Owner have been duly authorized by all necessary laws, resolutions and corporate action.

ARTICLE II

IMPROVEMENTS; JOBS

2.01 (a) Owner agrees to conduct or cause to be conducted on and within the Property, improvements consisting of structural repairs to the Eligible Facility ("Eligible Facilities" as defined in the Guidelines and Criteria) to be occupied primarily by Owner and other real property improvements as may be constructed or installed, and install therein numerous items of machinery and equipment required to operate the Project (the "Improvements" as defined in the Guidelines and Criteria).

(b) The cost of the Proposed Real and Personal Property Improvements made by Owner at the Property and eligible for abatement in accordance with the Guidelines and Criteria, including architectural and related fees shall be, at a minimum, $171.7 million (One Hundred Seventy-One Million Seven Hundred Thousand and No/100ths Dollars). The approximate location of such Eligible Facility is reflected on a preliminary site plan attached hereto as Exhibit "C" and made a part hereof for all purposes. Owner reserves the right to revise the attached preliminary site plan for the Property as Owner deems necessary and appropriate.

(c) Owner represents and warrants that the Project is expected to create approximately 800 new full-time Jobs (as defined in Section II.M. of the Guidelines and Criteria). Owner currently offers, and agrees to maintain during the Abatement Period (as defined below), with respect to all Jobs at the Property no less than a competitive compensation and a benefits package.

2.02 Owner, or their designee, shall submit reports to the County in accordance with section IX of the Guidelines and Criteria.

2.03 Owner covenants and agrees that the Property shall primarily be used as a denim manufacturing plant. Such use may change from time to time provided such use remains within the definition of Eligible Facilities. Attached hereto as Exhibit "D" is a schedule of the building improvements, equipment, machinery and other improvements that are part of the Eligible Facilities. Owner agrees to continuously operate a business on the Property for the Abatement Period (as hereinafter defined in this Agreement) as provided for in Section 5.03 of this Agreement.

2.04 Owner covenants and agrees to begin construction of the Improvements pursuant to this Agreement in the Zone on or about July 15, 2010 and projects to complete construction no later than July 15, 2020.

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ARTICLE III

PROPERTY SUBJECT TO TAX ABATEMENT

RATE OF TAX ABATEMENT

TERM OF TAX ABATEMENT AND RELATED PROVISIONS

3.01 A tax abatement, as described herein, shall be granted in each year of the Abatement Period on all newly created value on the Property to the extent that such value is reflected on the tax rolls of the Hidalgo County Appraisal District (the "Tax Rolls") in each such year, but not including any increase in valuation due to reclassification or change in use of the Property or, in accordance with Section 1.02 above, any other increase other than direct investment by Owner in the Property.

3.02 The applicable tax abatement percentage rate under this Agreement shall be in accordance with Section III.G.(1) of the Guidelines and Criteria and shall be fixed by the parties through an addendum to this Agreement after evidence of the cost of the Improvements constructed or installed by Owner is certified by Owner and approved by the County.

3.03 In accordance with Section IX.C. of the Guidelines and Criteria, Owner shall not have the right, without the consent of the County, to assign all or part of its interest in the Property and maintain the tax abatement hereunder.

3.04 The abatement of ad valorem taxes shall be for a period ten (10) years that shall (a) commence on the commencement of the first ad valorem tax year after each of the following events have occurred: (i) the Project has been completed, (ii) the new value created may be ascertained from the Tax Rolls, and (iii) the new value or jobs created meets or exceeds the minimum amount required by the Guidelines and Criteria for granting tax abatements and (b) end on the earlier of (i) ten (10) years following such commencement, (ii) December 31, 2021, (iii) the occurrence of any event which would

terminate this Agreement by operation of law, (iv) Owner's breach of any provision of this Agreement, which breach is not cured within the Cure Period (as defined below) or (v) Owner's failure to comply with any provision of the Guidelines and Criteria as discussed in Article V of this Agreement

3.05 The percent of value to be abated is dependent upon the greater of the capital cost involved in the Project to the extent that such cost is reflected in the tax rolls of the Hidalgo County Appraisal District, or the number of full-time jobs created,

Deleted: :

Percent of Increase in Property Value To be Abated	Capital Cost of the Project	Number of Jobs Created
0%	Less than $1,500,001	0 - 25
25%	$1,500,001 up to and including $5,000,000	26 - 50
50%	Over $5,000,000 up to and including $10,000,000	51 – 100
80%	Over $10,000,000	101 or more

As provided for in Section III.G.(5) of the Guidelines and Criteria, tax abatement shall be subject to increases or decreases in subsequent tax years based on the level of jobs added or lost. Therefore, Owner shall certify annually to the County the level of jobs added or lost by providing a current payroll report listing all jobs. Likewise, if additional capital investments are made, such will be added to the original capital investment to determine a qualifying tax abatement increase. The estimated value of the abatement, based on the Owner's good faith estimate of how the Appraisal District of Hidalgo County will value the eligible improvements, including the base year value is $171, 700,000.00. County may cancel or modify this Agreement if Owner fails to comply with the terms and provisions of this Agreement.

3.06 Owner shall have the right to protest and contest any and all appraisals or assessments of the Property, or of the improvements thereon, and the tax abatement provided for herein for such Property shall be applied to the amount of taxes finally determined, as a result of such protest or contest, to be due for such Property.

ARTICLE IV

FILING OF PLANS, CERTIFICATION OF COSTS, COUNTY ACCESS TO PREMISES AND USE OF PREMISES AND IMPROVEMENTS

4.01 Construction plans for the Improvements shall be filed with the County within thirty (30) days from the date of approval of this Agreement by County. The plans as filed shall be deemed to be incorporated herein by reference and made a part hereof for all purposes, and the Improvements shall be completed in substantial accordance with said plans. The plans filed herein may be amended and/or modified as Owner elects; provided all modifications are in compliance with all applicable codes, rules and ordinances, and are not otherwise contrary to this Agreement.

4.02 The Owner shall file the "as built" construction plans with the County, and the Owner shall provide to the County an architect's certified statement detailing all Improvements upon completion of construction of the Project, excluding all personal property and related expenditures made to the construction of the Improvements. At the time of filing of such construction plans, the Owner shall also provide reports as required by Section IX B of the guidelines and criteria. On or before December 31, 2010, Owner shall begin to provide reports supporting job creation as required by Section IX.(B) of the Guidelines and Criteria. The certification and newly created payroll report shall be the basis for determining the percentage of abatement, subject to the provisions of this Agreement and of the Guidelines and Criteria, including without limitation the recapture and administration provisions thereof. Owners requesting tax abatement on personal property improvements shall also provide the county, on an annual basis, a detailed list of the eligible personal property and the assessed value for each item.

4.03 The parties to this Agreement acknowledge that the description of the Property attached hereto as Exhibit "C" is the initial description of the building on the Property on which the Improvements are to be constructed.

4.04 Owner agrees to supply audited reports to the County and the Appraisal District of Hidalgo County to establish the construction cost of Improvements constructed pursuant to this Agreement and/or the jobs created.

4.05 Owner agrees to provide County employees and/or designated representatives of the County access to the Facility (as defined in the Guidelines and Criteria) during the term of the abatement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. Upon completion of construction, the designated representative of the County may annually evaluate the Facility receiving abatement to ensure compliance with the Agreement.

ARTICLE V

BREACH

5.01 In the event Owner fails to commence construction of the Project in the Zone on or before December 15, 2010, this Agreement shall terminate effective as of the original date of this Agreement and the County shall be entitled to recapture and collect payment of all ad valorem taxes that it would have theretofore been entitled to except for this Agreement, by any and all means allowable by law, and as provided herein, less any ad valorem taxes actually paid by Owner to County under this Agreement.

5.02 If Owner uses any portion of the Property for any non-qualified use, such as for residential purposes, as further defined in the Guidelines and Criteria, then the abatement granted for the portion of the Property being used for such non-qualified use shall automatically be deleted from the Property subject to this Agreement, effective January 1 of the calendar year in which the nonexempt purpose begins.

5.03 In the event the Project is completed and begins operation, and Owner

(i) voluntarily ceases to produce a product or service at the Facility, or

(ii) uses the Project for any non-qualifying purpose,

for a period greater than 180 days in any calendar year of the Abatement Period, this Agreement shall terminate and so shall the abatement of the taxes for the Abatement Period. Such abated taxes shall be recaptured in accordance with Section VIII of the Guidelines and Criteria. The taxes otherwise abated for such calendar year(s) shall be paid to the County within sixty (60) days from the date of termination. The Agreement shall not terminate if changes are only made to the Property pursuant to Section 4.03.

5.04 Should the County determine that the Owner is in default according to the terms and conditions of this Agreement or the Guidelines and Criteria, the County shall notify the appropriate party(s) in writing via certified or registered mail to the following address:

Roberto Cantu, CEO
Santana Textiles, L.L.C.
135 Paseo del Prado
Edinburg, TX 78539

or to such other address, or to the attention of such person, as the Owner may, from time to time, designate in writing. If such default is not cured within thirty (30) days from the date of such notice (Cure Period), then this Agreement may be terminated at the option of Commissioners Court.

5.05 In the event that the Owner (a) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (b) violates any of the terms and conditions of this Agreement and fails to cure such

during the Cure Period, this Agreement may be terminated and all taxes previously abated to the Owner in that tax year by virtue of the Agreement will be recaptured and paid to the County within thirty(30) days of the termination.

5.06 Unless otherwise provided herein, in the event that the Owner, during the Abatement Period, decides to relocate the Project to a location outside of the Zone, or fails to operate the Project for reasons other than those in Section 5.03, or in any other manner breaches this Agreement, the County by an Order adopted by Commissioners Court shall have the right to recapture a percentage of the total taxes previously abated in accordance with the Recapture Schedule in Section VIII of the Guidelines and Criteria.

5.07 The Recapture Schedule provided in Section VIII of the Guidelines and Criteria shall apply to the Owner upon any such occasion of breach.

ARTICLE VI

SALE, ASSIGNMENT OR LEASE OF PROPERTY

6.01 It is contemplated by the parties hereto that the Owner's purpose for making the Improvements set forth in Article II is primarily for the creation and operation of a denim manufacturing plant.

6.02 The tax abatement provided herein shall vest in the Owner, and Owner may not assign any benefit under this Agreement without the prior written consent of the County, as provided in the Guidelines and Criteria.

ARTICLE VII

COMMISSIONERS COURT AUTHORIZATION

7.01 This Agreement was authorized by Order of the Commissioners Court dated the 22nd day of June, 2010, authorizing the County Judge to execute this Agreement on behalf of the County.

Deleted: 18th

Deleted: May

ARTICLE VIII

SEVERABILITY

8.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

ARTICLE IX

APPLICABLE LAW

9.01 This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this the _____day of June, 2010.

Deleted: May

HIDALGO COUNTY, TEXAS

ATTEST:

By:_____
Name: Rene Ramirez
Title: Hidalgo County Judge

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM:

_____
Stephen L. Crain
Atlas & Hall, L.L.P.

SANTANA TEXTILES, L.L.C.

By: _____
Name: Roberto Cantu
Title: CEO

EXHIBIT A

TAX ABATEMENT GUIDELINES AND CRITERIA

Exhibit B

{Description of Project}

Exhibit C

{Image/Map}

Exhibit D

Schedule of Building, Improvements, and Personal Property for the Eligible Facility

{List}

Exhibit E

City of Edinburg Ordinance

Deleted: {Name}

AI-21641 **24.A.**

Classification and Compensation Plan - Phase II

CC REGULAR

Date:	06/22/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Discussion, consideration and approval of the Hidalgo County Classificaion and Compensation Plan - Phase II.
2. Approval of the revised Salary Schedule for Phase II Offices (effective 06/21/2010)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	06/11/2010 02:46 PM	APRV
2	Auditor's Office	Angela Garcia	06/18/2010 05:33 PM	APRV

Form Started By: Angela Garcia Started On: 06/11/2010 02:34 PM

Final Approval Date: 06/18/2010

AI-21693 **24.B.**

FY 2010 Local Solicitation - Justice Assistance Grant (JAG) - Auxiliary court

CC REGULAR

Date:	06/22/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Edward Byrne Memorial:
1. Authorization and approval to apply for the FY 2010 Edward Byrne Memorial - Justice Assistance Grant (JAG) Program with the U.S. Department of Justice.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

Due date to apply: June 30 , 2010.
Local allocation $103,606.00
No Co. cash match required.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1282-412-00-115-047-3-XXX

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

BUDGETARY IMPACT:

Approval to apply for JAG FY 10 Grant. No budgetary impact.

Grant amount $103,606.00.

Attachments

Link: Solicitation

Link: Tx Allocations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/17/2010 09:43 AM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 11:08 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/18/2010 10:14 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Manuel Chapa — Started On: 06/16/2010 02:39 PM

Final Approval Date: 06/18/2010

OMB No. 1121-0329

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2010 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2010 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/10jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior and published in the *Federal Register*). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States.

Deadline

This application must be submitted through OJP's Grants Management System (GMS). Registration with OJP's Grant Management System (GMS) is required prior to application submission. (See "How to Apply," page 6.)

All applications are due by 8:00 p.m. eastern time on June 30, 2010
(See "Deadlines: Registration and Application," page 1.)

Contact Information

For technical assistance with submitting the application, contact the Grants Management System Support Hotline at 1–888–549–9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov.

Note: The GMS Support Hotline hours of operation are Monday–Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with the requirements of this solicitation, contact your State Policy Advisor: www.ojp.usdoj.gov/BJA/resource/ProgramsOffice.pdf.

Release date: April 26, 2010

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Edward Byrne Memorial
Justice Assistance Grant (JAG) Program
CFDA #16.738

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG-funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadlines: Registration and Application

Registration is required prior to submission. The deadline to register in GMS is 8:00 p.m. eastern time on June 30, 2010 and the deadline for applying for funding under this announcement is 8:00 p.m. eastern time on June 30, 2010. Please see the "How to Apply" section, page 6, for more details.

Eligibility

Please refer to the cover page of this solicitation for eligibility under this program.

JAG Program—Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

Formula

The Bureau of Justice Statistics (BJS) calculates, for each *state and territory, a* minimum base allocation which, based on the Congressionally mandated JAG formula, can be enhanced by (1) the state's share of the national population, and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government (please note that the territories and District of Columbia are exempt from this part of the formula).

Eligible state/territory recipients are entitled to the previously mentioned 60 percent state allocation plus any funds designated for the state's units of local government whose direct allocation would be less than $10,000. Funds from these "less than $10,000 jurisdictions" are added to the state allocation and must be distributed by the state to state police departments

that provide criminal justice services to units of local government and units of local government that were not eligible for a direct award of $10,000 or more.

In addition, the formula then calculates direct allocations for local governments within each state, based on their share of the total violent crime reported within the state. Local governments entitled to at least $10,000 awards may apply directly to BJA for local JAG grants. States also have a variable percentage of the allocation that is required *to be "passed through"* to units of local government. This amount, also calculated by BJS, is based on each state's crime expenditures. Updated Variable Pass-through percentages (VPT), which State Administering Agencies (SAA) are required to use in the administration of Fiscal Year 2010 JAG awards, can be found at: www.ojp.usdoj.gov/BJA/grant/jag10/10JAGvpt.pdf.

Award Amount

Eligible award amounts under JAG are posted annually to BJA's JAG web page: www.ojp.usdoj.gov/BJA/grant/jag.html.

Purpose Areas

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Note: The authorizing statute for the JAG Program provides that funds are to be used for the purposes above and notes that these purposes include all of the purposes previously authorized under the Edward Byrne Memorial State and Local Assistance Program (Byrne Formula) and the Local Law Enforcement Block Grant Program (LLEBG). This provision may be useful to applicants in understanding all of the allowable uses under the above purpose areas. For example, relying on this provision, it can be understood that the JAG Purpose Area "Prosecution and court programs" listed above, provides the states and local units of government with the authority to fund defender, judicial, pretrial, and court administration efforts as well as prosecution programs. For a listing of prior Byrne Formula and LLEBG purpose areas, see www.ojp.usdoj.gov/BJA/grant/byrnepurpose.html. Although these two programs have been eliminated, their prior purpose areas may be useful in appreciating the scope of the JAG purpose areas.

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, all of DOJ, and especially OJP and BJA, wish to ensure that local JAG recipients are aware of several areas of national focus and priority for DOJ that may be of help in maximizing the effectiveness of the Byrne/JAG funding at the state and local level.

As an overall framework for success, we encourage comprehensive justice planning, bringing all of the system stakeholders together, including law enforcement, courts, prosecutors, defenders,

corrections officials, and other stakeholders to create a comprehensive and strategic justice plan to ensure coordination and a more effective justice system.

As a part of this strategic planning process, we strongly encourage state and local planners to consider programs that are evidence-based and have been proven effective; in a difficult budgetary climate, it is critical that dollars are spent on programs whose effectiveness is proven. However, we recognize that state and local programs can also be wonderful laboratories for innovative programs that can be models for other states and localities addressing difficult problems. BJA has made resources available to state administering agencies and others to provide training and technical assistance in identifying and using evidence-based practices as the outcome of a comprehensive and strategic justice plan in the state or local community.

In addition to these overarching considerations, and in addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where we will be focusing nationally and invite each state to join us in addressing these challenges as a part of our Justice Assistance Grants partnership.

A key priority for the Department of Justice and, indeed, the entire Administration, is effective counterterrorism and terrorism prevention programs. We recognize that state and local law enforcement are critical partners in detecting, identifying, preventing, and disrupting acts of violence against the United States by both domestic and international extremist organizations. Preventing terrorism remains the first goal of the Department of Justice's strategic plan and remains a priority for BJA.

Another key priority area is ensuring that justice is truly done in the criminal justice system—the Attorney General has consistently stressed that the crisis in indigent defense reform is a serious concern of his, a concern which is shared by OJP and BJA. As a former prosecutor and judge, however, the Attorney General is also acutely aware that without adequate funding for the courts, prosecution, problem-solving courts, and other innovative, cost-saving alternatives to incarceration, true justice cannot be achieved.

As important as a well-functioning court system is "Smart Policing"—evidence-based and data-driven law enforcement efforts that allow agencies to maximize their resources and more efficiently target emerging and chronic crime problems, hopefully preventing crimes before they occur and ultimately lessening the burden on the courts and the justice system overall.

As our economy shows signs of recovery, it is essential that we not allow this progress to be thwarted by economic crime, including mortgage fraud, financial crimes, fraud, and intellectual property crimes that threaten our economic growth and stability.

In order to lessen the burden on what has been described as an overreliance on incarceration, it is essential that those who have served time can transition back into the community and into crime-free pro-social lives. To do this, we will emphasize smart and effective approaches to offender reentry and will support statewide and local efforts in justice reinvestment, which reduces costly spending on incarceration and reinvests a portion of the savings into other areas of the justice system without sacrificing accountability.

Last, but certainly not least, we must ensure that, in the context of our continued focus on addressing violent crime, children who are exposed to violence are responded to effectively so that these experiences do not risk the futures of these children and do not fuel the cycle of violence.

These priorities and others will be the focus of our efforts during FY 2010, and we invite you as a partner and grantee to join us in our efforts to address these critical issues.

Responsibilities

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Administrative Funds

A unit of local government may use up to 10 percent of the award, plus any interest accrued, for costs associated with administering JAG funds.

Disparate Certification

A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/grant/jag10/10JAGMOU.pdf. **Failure to submit a singed MOU may result in the attachment of a withholding special condition at the time of award, preventing the draw-down of funds until the required information is submitted.**

Governing Body Review

The applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body) not fewer than 30 days before the application is submitted to BJA. **Failure to submit a review narrative including the required governing body notification information may result in the attachment of a withholding special condition at the time of award, preventing the drawdown of funds until the required information is submitted.**

Public Comment

The applicant agency (the fiscal agent in disparate situations) must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and to neighborhood or community-based organizations. **Failure to submit a review narrative including the required public comment**

information may result in the attachment of a withholding special condition at the time of award, preventing the drawdown of funds until the required information is submitted.

Supplanting

Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. Supplanting is prohibited under JAG.

Length of Awards

Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total grant period of 4 years. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Director of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

Trust Fund

Award recipients may drawdown JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Prohibited Uses

No JAG funds may be expended outside of JAG purpose areas. Even within these purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

Reporting Requirements

Once an award is accepted, award recipients must submit quarterly financial status (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov).

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measures the results of their work. Additionally, applicants must discuss in their application their methods for collecting data for performance measures. Please refer to "What An Application Must Include" (below), for additional information on applicant responsibilities for collecting and reporting data. **Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) web site: www.bjaperformancetools.org.**

Budget Information

Match Requirement
While match is not required with the JAG Program, match can be used as an effective strategy for states and units of local government to expand justice funds and build buy-in for local criminal justice initiatives.

How to Apply

Applications will be submitted through OJP's Grants Management System (GMS). GMS is a web-based, data-driven computer application that provides cradle to grave support for the application, award, and management of grants at OJP. Applicants should begin the process immediately to meet the GMS registration deadline, especially if this is the first time they have used the system. Complete instructions on how to register and submit an application in GMS can be found at www.ojp.usdoj.gov/gmscbt/. If you experience technical difficulties at any point during this process, please email the GMS.HelpDesk@usdoj.gov or call 1-888-549-9901 (option 3), Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays. The Office of Justice Programs highly recommends starting the registration process as early as possible to prevent delays in the application submission by the specified deadline.

All applicants are required to complete the following six steps, before an application can be sub mitted through GMS:

1. **Acquire a DUNS** (Data Universal Numbering System) **Number.** A DUNS number is required to submit an application in GMS**.** The Office of Management and Budget requires that all businesses and nonprofit applicants for Federal funds include a DUNS number in their application for a new award or renewal of an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Obtain a DUNS number by calling 1-866-705-5711 or by applying online at www.dunandbradstreet.com. Individuals are exempt from this requirement.

2. **Acquire or Renew Registration with the Central Contractor Registration (CCR) Database.** CCR registration is required to receive funding. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the CCR database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and sub-recipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. If you have previously registered with CCR, your registration must be updated or renewed at least once per year to maintain an active status. Information about CCR registration procedures can be accessed at www.ccr.gov.

3. **Acquire a GMS Username and Password**. If you are a new user, please create a GMS profile by selecting the first time user link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.

4. **Search for the Funding Opportunity on GMS.** After you log in to GMS or complete your GMS profile for your username and password, go to the Funding Opportunities link on the

left hand side of the page. Please select BJA and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

5. **Select the Apply Online Button Associated with the Solicitation Title.** The search results from step 4 will display the solicitation title along with the Registration and Application Deadlines for this funding opportunity. Please select the Apply Online button in the Action Column to create an application in the system.

6. **Submit an Application Consistent with this Solicitation by Following the Directions in GMS.** Once the application is completed and submitted, GMS will display a confirmation screen stating your submission was successful. **Important:** You are urged to submit your application at least 72 hours prior to the application deadline.

Note: OJP's Grants Management System (GMS) does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Experiencing Unforeseen GMS Technical Issues
If you experience unforeseen GMS technical issues beyond your control which prevent you from submitting your application by the deadline, you should immediately contact the GMS Help Desk at 1-888-549-9901, option 3 to report the difficulties and obtain a GMS Help Desk Tracking number. Additionally, **within 24 hours after the deadline** you must contact BJA staff and request approval to submit your application. At that time, BJA staff will require you to email the complete grant application, your DUNS number, and provide a GMS Help Desk tracking number(s). After the program office reviews all of the information submitted, and validates with the GMS Helpdesk the technical issues you reported, OJP will contact you to either approve or deny your request to submit a late application. If the technical issues you reported cannot be validated, your late application will not be accepted.

The following conditions are not valid reasons to permit late submissions: (1) failure to begin the registration process and apply for a DUNS number and/or complete the CCR registration in sufficient time; (2) failure to follow GMS instructions on how to register and apply as posted on its website; (3) failure to follow all of the instructions in the OJP solicitation; and (4) technical issues experienced with the applicant's computer or information technology (IT) environment.

Notifications regarding known technical problems with GMS are posted on the OJP funding web page, www.ojp.usdoj.gov/funding/solicitations.htm.

What an Application Must Include

This section describes what an application is expected to include and sets out a number of elements. Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application and, should a decision nevertheless be made to make an award, may result in the inclusion of special conditions that preclude access to or use of award funds pending satisfaction of the conditions.

OJP strongly recommends use of appropriately descriptive file names (e.g., "Program Narrative," "Budget and Budget Narrative," "Memoranda of Understanding," etc.) for all required attachments.

Standard Form 424
Please see www07.grants.gov/assets/SF424Instructions.pdf for instructions on how to complete your SF-424.

Program Narrative (Attachment 1)
Applicants **must** submit a program narrative that generally describes the proposed program activities for the four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used. **Failure to submit an appropriate program narrative may result in the attachment of a withholding special condition at the time of award, preventing the drawdown of funds until the required information is submitted.**

Budget and Budget Narrative (Attachment 2)
Applicants **must** submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf. **Failure to submit an appropriate budget and budget narrative may result in the attachment of a withholding special condition at the time of award, preventing the drawdown of funds until the required information is submitted.**

Review Narrative (Attachment 3)
Applicants **must** submit information documenting that the date the JAG application was made available for review to the governing body, or to an organization designated by that governing body, on a date not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens to the extent applicable law or established procedures make such opportunity available. **Failure to submit an appropriate review narrative may result in the attachment of a withholding special condition at the time of award, preventing the drawdown of funds until the required information is submitted.**

Abstract (Attachment 4)
Applicants **are requested to** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. The abstract **must** not exceed a half-page, or 400-500 words.

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the Assistant Attorney General (AAG).

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. We strongly encourage you to review the information pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Faith-Based and Other Community Organizations
- Confidentiality and Human Subjects Protection (if applicable)
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- National Environmental Policy Act (NEPA) (if applicable)
- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Nonsupplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs Financial Guide
- Suspension or Termination of Funding
- Nonprofit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Awards in excess of $5,000,000 – federal taxes certification requirement

Application Checklist
FY 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation

The application checklist has been created to aid you in developing your application.

Eligibility Requirement:

_____ The jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's JAG web page
_____ The federal amount requested is within the allowable limit of the FY 2010 JAG Allocations List as listed on BJA's JAG web page

The Application Components:

_____ Program Narrative
_____ Budget and Budget Narrative
_____ Review Narrative (the date the JAG application was made available to the governing body for review and that it was provided to the public for comment)
_____ Abstract
_____ Memorandum of Understanding (MOU), if in a funding disparity

Program Narrative Format:

_____ Double-spaced
_____ 12-point standard font
_____ Not less than 1" margins

Abstract Format:

_____ 12-point standard font
_____ Not less than 1" margins
_____ ½ page or less

Other:

_____ Standard 424 Form
_____ DUNS Number
_____ CCR Registration

2010 TEXAS JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for a 2010 JAG grant award, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Eligible single jurisdictions are listed alphabetically below the shaded, disparate groupings.

State	Jurisdiction Name	Government Type	Formula-based Individual Amounts ([1])	Joint Application (Disparate) Award Amounts
TX	ANDERSON COUNTY	County	*	
TX	PALESTINE CITY	Municipal	$13,978	$13,978
TX	BELL COUNTY	County	*	
TX	KILLEEN CITY	Municipal	$92,454	
TX	TEMPLE CITY	Municipal	$23,755	$116,209
TX	BEXAR COUNTY	County	$62,640	
TX	SAN ANTONIO CITY	Municipal	$929,484	$992,124
TX	BOWIE COUNTY	County	$13,755	
TX	TEXARKANA CITY	Municipal	$53,346	$67,101
TX	BRAZORIA COUNTY	County	*	
TX	ANGLETON CITY	Municipal	$10,595	
TX	PEARLAND CITY	Municipal	$13,048	$23,643
TX	BRAZOS COUNTY	County	*	
TX	BRYAN CITY	Municipal	$65,353	
TX	COLLEGE STATION CITY	Municipal	$26,245	$91,598
TX	BROWN COUNTY	County	*	
TX	BROWNWOOD CITY	Municipal	$12,193	$12,193
TX	CAMERON COUNTY	County	$28,439	
TX	BROWNSVILLE CITY	Municipal	$88,513	$116,952
TX	CHEROKEE COUNTY	County	*	
TX	JACKSONVILLE CITY	Municipal	$11,487	$11,487
TX	COLLIN COUNTY	County	*	
TX	FRISCO CITY	Municipal	$10,967	
TX	MCKINNEY CITY	Municipal	$29,777	
TX	PLANO CITY	Municipal	$74,833	$115,577
TX	COOKE COUNTY	County	*	
TX	GAINESVILLE CITY	Municipal	$11,264	$11,264

TX	CORYELL COUNTY	County	*	
TX	COPPERAS COVE CITY	Municipal	$13,048	$13,048
TX	DALLAS COUNTY	County	*	
TX	ADDISON TOWN	Municipal	$12,082	
TX	BALCH SPRINGS CITY	Municipal	$18,922	
TX	CARROLLTON CITY	Municipal	$28,216	
TX	CEDAR HILL CITY	Municipal	$12,751	
TX	DALLAS CITY	Municipal	$1,476,810	
TX	DESOTO CITY	Municipal	$16,022	
TX	DUNCANVILLE CITY	Municipal	$14,164	
TX	GARLAND CITY	Municipal	$78,513	
TX	GRAND PRAIRIE CITY	Municipal	$61,078	
TX	IRVING CITY	Municipal	$85,539	
TX	LANCASTER CITY	Municipal	$18,996	
TX	MESQUITE CITY	Municipal	$58,179	
TX	RICHARDSON CITY	Municipal	$29,591	$1,910,863
TX	DENTON COUNTY	County	$10,112	
TX	DENTON CITY	Municipal	$38,922	
TX	LEWISVILLE CITY	Municipal	$23,606	$72,640
TX	ECTOR COUNTY	County	*	
TX	ODESSA CITY	Municipal	$67,584	$67,584
TX	EL PASO COUNTY	County	$24,833	
TX	EL PASO CITY	Municipal	$290,745	$315,578
TX	GALVESTON COUNTY	County	$16,022	
TX	GALVESTON CITY	Municipal	$60,149	
TX	TEXAS CITY CITY	Municipal	$25,279	$101,450
TX	GONZALES COUNTY	County	*	
TX	GONZALES CITY	Municipal	$11,859	$11,859
TX	GRAY COUNTY	County	*	
TX	PAMPA CITY	Municipal	$15,613	$15,613
TX	GRAYSON COUNTY	County	*	
TX	DENISON CITY	Municipal	$11,747	
TX	SHERMAN CITY	Municipal	$16,803	$28,550
TX	GREGG COUNTY	County	$10,558	
TX	LONGVIEW CITY	Municipal	$84,275	$94,833
TX	HALE COUNTY	County	*	
TX	PLAINVIEW CITY	Municipal	$10,186	$10,186
TX	HARRIS COUNTY	County	$825,060	
TX	HOUSTON CITY	Municipal	$2,735,812	$3,560,872
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	$18,364	$18,364

TX	HUNT COUNTY	County	*	
TX	GREENVILLE CITY	Municipal	$25,390	$25,390
TX	HUTCHINSON COUNTY	County	*	
TX	BORGER CITY	Municipal	$14,907	$14,907
TX	JEFFERSON COUNTY	County	*	
TX	BEAUMONT CITY	Municipal	$120,558	
TX	PORT ARTHUR CITY	Municipal	$47,286	$167,844
TX	KLEBERG COUNTY	County	*	
TX	KINGSVILLE CITY	Municipal	$25,874	$25,874
TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	$19,331	$19,331
TX	LUBBOCK COUNTY	County	$11,710	
TX	LUBBOCK CITY	Municipal	$231,228	$242,938
TX	MATAGORDA COUNTY	County	*	
TX	BAY CITY	Municipal	$27,138	$27,138
TX	MCLENNAN COUNTY	County	$11,747	
TX	WACO CITY	Municipal	$116,060	$127,807
TX	MIDLAND COUNTY	County	*	
TX	MIDLAND CITY	Municipal	$42,231	$42,231
TX	NOLAN COUNTY	County	*	
TX	SWEETWATER CITY	Municipal	$10,372	$10,372
TX	NUECES COUNTY	County	*	
TX	CORPUS CHRISTI CITY	Municipal	$247,696	$247,696
TX	ORANGE COUNTY	County	$13,048	
TX	ORANGE CITY	Municipal	$22,863	$35,911
TX	POTTER COUNTY	County	*	
TX	AMARILLO CITY	Municipal	$183,272	$183,272
TX	RUSK COUNTY	County	*	
TX	HENDERSON CITY	Municipal	$11,822	$11,822
TX	SCURRY COUNTY	County	*	
TX	SNYDER CITY	Municipal	$11,190	$11,190
TX	SMITH COUNTY	County	$35,539	
TX	TYLER CITY	Municipal	$68,774	$104,313
TX	TARRANT COUNTY	County	$13,048	
TX	ARLINGTON CITY	Municipal	$281,711	
TX	BEDFORD TOWN	Municipal	$28,216	
TX	FORT WORTH CITY	Municipal	$495,281	
TX	HALTOM CITY	Municipal	$19,851	
TX	HURST CITY	Municipal	$22,268	

TX	NORTH RICHLAND HILLS CITY	Municipal	$26,989	$887,364
TX	TAYLOR COUNTY	County	*	
TX	ABILENE CITY	Municipal	$69,257	$69,257
TX	TOM GREEN COUNTY	County	*	
TX	SAN ANGELO CITY	Municipal	$42,268	$42,268
TX	TRAVIS COUNTY	County	$30,967	
TX	AUSTIN CITY	Municipal	$426,173	$457,140
TX	VICTORIA COUNTY	County	*	
TX	VICTORIA CITY	Municipal	$41,562	$41,562
TX	WALKER COUNTY	County	*	
TX	HUNTSVILLE CITY	Municipal	$18,067	$18,067
TX	WEBB COUNTY	County	*	
TX	LAREDO CITY	Municipal	$142,603	$142,603
TX	WICHITA COUNTY	County	*	
TX	WICHITA FALLS CITY	Municipal	$60,372	$60,372
TX	WILLACY COUNTY	County	*	
TX	RAYMONDVILLE CITY	Municipal	$24,833	$24,833
TX	ALICE CITY	Municipal	$17,509	
TX	ANGELINA COUNTY	County	$19,703	
TX	BASTROP COUNTY	County	$14,907	
TX	BAYTOWN CITY	Municipal	$37,101	
TX	BELLMEAD CITY	Municipal	$14,052	
TX	CHAMBERS COUNTY	County	$10,632	
TX	CLEBURNE CITY	Municipal	$16,654	
TX	COMAL COUNTY	County	$16,989	
TX	CONROE CITY	Municipal	$27,695	
TX	DONNA CITY	Municipal	$11,376	
TX	EAGLE PASS CITY	Municipal	$10,483	
TX	EDINBURG CITY	Municipal	$30,372	
TX	ELLIS COUNTY	County	$14,758	
TX	ENNIS CITY	Municipal	$11,004	
TX	EULESS CITY	Municipal	$13,086	
TX	FOREST HILL CITY	Municipal	$10,037	
TX	FORT BEND COUNTY	County	$93,978	
TX	GRAPEVINE CITY	Municipal	$10,483	
TX	GUADALUPE COUNTY	County	$11,078	
TX	HARLINGEN CITY	Municipal	$42,454	
TX	HARRISON COUNTY	County	$12,268	
TX	HAYS COUNTY	County	$12,342	
TX	HENDERSON COUNTY	County	$22,156	
TX	HIDALGO COUNTY	County	$103,606	
TX	HUMBLE CITY	Municipal	$12,900	
TX	JIM WELLS COUNTY	County	$15,205	
TX	JOHNSON COUNTY	County	$20,037	
TX	KAUFMAN COUNTY	County	$24,944	
TX	LIBERTY COUNTY	County	$17,584	

TX	LA MARQUE CITY	Municipal	$13,309
TX	LA PORTE CITY	Municipal	$12,937
TX	LUFKIN CITY	Municipal	$22,119
TX	MARSHALL CITY	Municipal	$18,179
TX	MAVERICK COUNTY	County	$17,584
TX	MCALLEN CITY	Municipal	$41,859
TX	MERCEDES CITY	Municipal	$10,186
TX	MISSION CITY	Municipal	$10,260
TX	MISSOURI CITY CITY	Municipal	$17,732
TX	MONTGOMERY COUNTY	County	$86,915
TX	NACOGDOCHES CITY	Municipal	$11,004
TX	NACOGDOCHES COUNTY	County	$11,487
TX	NEW BRAUNFELS CITY	Municipal	$15,762
TX	PASADENA CITY	Municipal	$70,632
TX	PHARR CITY	Municipal	$25,985
TX	ROUND ROCK CITY	Municipal	$12,788
TX	SAN JUAN CITY	Municipal	$12,379
TX	SAN MARCOS CITY	Municipal	$18,476
TX	SOCORRO CITY	Municipal	$11,041
TX	SOUTH HOUSTON CITY	Municipal	$13,234
TX	SUGAR LAND CITY	Municipal	$12,602
TX	TERRELL CITY	Municipal	$16,245
TX	WAXAHACHIE CITY	Municipal	$12,677
TX	WESLACO CITY	Municipal	$16,766
TX	WILLIAMSON COUNTY	County	$20,446
TX	WISE COUNTY	County	$15,353
TX	WOOD COUNTY	County	$14,498
	Local total		**$12,072,916**
	State award		**$21,889,320**
	Grand total for Texas		**$33,962,236**

*** Counties that have an asterisk (*) under the "Formula-Based Individual Amounts" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: http://www.ojp.usdoj.gov/BJA/grant/jag10/10JAGMOU.pdf.**

[1]Formula-Based Individual Amounts - Disparate jurisdictions do not need to abide by the listed individual amounts which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual allocations within the Joint Application Award Amount and for documenting individual allocations in the MOU. Additional JAG Frequently Asked Questions can be found on the BJA JAG web page at: http://www.ojp.usdoj.gov/BJA/grant/jag.html.

AI-21736 **24.C.1**

Pct. 1 Appropriation of funds R & B (fund 1200)
CC REGULAR

Date: 06/22/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 R&B (1200):
Approval of 2010 appropriation of funds in the amount of $9,823.20 for the Pct. 1 R & B (1200) to fund surveying services.

BACKGROUND

To provide additional funding for WA's 3, 4, & 5 under AI #21675, CC 6-22-10 for surveying services to be provided by Dos Land Surveying.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2010 appropriation of funds in the amount of $9,823.20 for the Pct. 1 R & B (1200) to fund surveying services.

To provide additional funding for WA's 3, 4, & 5 under AI #21675, CC 6-22-10 for surveying services to be provided by Dos Land Surveying.

Attachments

Link: Pct. 1 Budget Approp.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/18/2010 03:47 PM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 03:59 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2010 04:51 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Ivan Cantu Started On: 06/18/2010 03:08 PM

Final Approval Date: 06/18/2010

DATE: June 22, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 R & B

ACCOUNT NUMBER: 0-1200-431-00-121-005-0-339

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
0-1200-431-00-121-005-0- 339	Pct. 1 P/U Rd-	Other Prof. Svcs.	9,823.20
		TOTAL BUDGET INCREASE (DECREASE)	**9,823.20**

REASON: To provide additional funding for WA #3, 4, & 5 for Pct. 1 in relation to surveying services for Olivares #10, Mile 13N(FM 88-M6W), and Colonia Whalen Rd. Services are to be provided by Dos Land Surveying, refer to AI #21675 CC 6-22-10 under Purchasing Dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21709 **24.C.2.**

Pct. #3 Parks (1100) Appropriation

CC REGULAR

Date:	06/22/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 Parks (1100):
Approval of 2010 appropriation of funds into Precinct #3 Parks in the amount of $310,110.84.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-123-008-0-890

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

BUDGETARY IMPACT:

Funding available for appropriation as of 6/17/10. Appropriation from 1100 fund balance.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	06/17/2010 02:32 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 08:09 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Perla Lopez — Started On: 06/16/2010 04:39 PM

Final Approval Date: 06/18/2010

DATE: June 22, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for Precinct #3 Parks (1000)

AI-21709

ACCOUNT NUMBER: 0-1100-452-00-123-008-0-890

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
0-1100-452-00-123-008-0-890	Pct. 3 Parks - Other	$ 310,110.84
	TOTAL BUDGET INCREASE (DECREASE)	**310,110.84**

REASON:
Appropriation of funds to transfer the Pct. #3 Parks fund balance into an operating account to fund expected expenditures and/or projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-21713 **25.A.4.**

Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products
CC REGULAR

Date:	06/22/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts to multiple (i.e. primary and secondary) vendors:
a. Arguindegui Oil Company Co. II Ltd. (PRIMARY VENDOR);
b. Oil Patch Fuel & Supply, Inc. (SECONDARY VENDOR)
meeting all requirements as attached hereto for: Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products. RFB No. 2010-066-04-28-otm

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Obj. Code 672-all depts. co. wide
Funding source obj. code is 672 R & M Supplies-Equipment & Vehicles for all user departments.

See attached exp report for funding source and availability of funds.rc

Attachments

Link: ACCEPTANCE SHEET
Link: PARTICIPATION LOG
Link: CONTRACT FOR ARGUINDEGUI
Link: CONTRACT FOR OIL PATCH
Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 03:04 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:55 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/18/2010 02:07 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Olga Montero

Started On: 06/17/2010 08:37 AM

Final Approval Date: 06/18/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: APRIL 28, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"	
BID NO: 2010-066-04-28-otm	**BUYER: OLGA T. MONTERO**

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	**ARGUINDEGUI OIL, CO.** **LAREDO, TEXAS**	√
#2	**OIL PATCH FUEL & SUPPLY, INC.** **PHARR, TEXAS**	√
#3		
#4		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: APRIL 28, 2010 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY - "LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
BID NO: 2010-066-04-28-otm

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Oil Patch Fuel & Supply David Lorenz 781-9047/ 781-9874 Fx	BLM EMAIL	OLGA MONTERO	4/14/10	4004 N. Cage Pharr, TX 78577 dlorenz@rgv.rr.com
2. Hollon Oil Company 956-968-9581 msaldivar@hollonoil.com	BLM EMAIL	OLGA MONTERO	4/14/10	1300 Davenport St. Weslaco, Texas 78596
3. Arnold Oil Company Armando Rivera 1-800-334-2993 Ph: 956-565-4737	BLM EMAIL	OLGA MONTERO	4/14/10	PO Box 116 Mercedes, TX 78570 a.rivera@arnoldoilco.com
5. Tifco Industries	BLM	OLGA MONTERO	4/14/10	5104 E. Richardson Edinburg Tx 78541
6. South Texas Petroleum (956)992-7480	BLM	OLGA MONTERO	4/14/10	3101 W. Military Hwy McAllen, Tx
7. Arguindegui Oil Co. Charlie Arguidegui 956-722-5251 956-722-7636 fax	BLM EMAIL	OLGA MONTERO	4/14/10	PO BOX 1367 Laredo, Tx 78042-1367 Vanessa.rodriguez@argpetro.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

REQUIREMENTS AGREEMENT
C-10-066-06-22

THIS AGREEMENT is made effective this **July 14, 2010,** by and between the **County of Hidalgo, Texas ("County") and Arguindegui Oil Company, II Ltd. a Limited Company (Primary Vendor); ("Seller")**

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's sole discretion 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 and contingent upon cost remaining unchanged 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 **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year with the County's sole discretion 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 and contingent upon cost remaining unchanged and; it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

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

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

4. 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.

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: Arguindegui Oil Company, II Ltd.
Attention: Carlos Arguindegui, Jr
4506 Hwy 359.
Laredo, Texas 78043

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 therefore pending before any department or agency of Hidalgo County.

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

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Arguindegui Oil Company, II Ltd

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Steve Crain

Date:_____

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

SPECIFICATIONS

I. GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS:

1. **Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items. Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.**

2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

3. BID ACCEPTANCE:

   a) UNSIGNED BIDS WILL NOT BE CONSIDERED.
   b) BIDS RECEIVED AFTER BID DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED.
   c) ONLY SEALED BIDS WILL BE ACCEPTED. FAXED BIDS WILL NOT BE ACCEPTED.
   d) Bids must be submitted by and will be opened at **9:30 A.M., WEDNESDAY, April 28, 2010** in the conference room located in the New Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas.

4. For any questions pertaining to the bid specifications, please contact:
   Olga T. Montero, Buyer
   Phone Number (956) 292-7000 Ext. 4859 or email: olga.montero@co.hidalgo.tx.us

5. Any change to this bid documentation must be in a written addendum and signed by Martha L. Salazar, Purchasing Agent or her designee.

6. Detailed explanation of warranties must be provided with bid.

7. Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

8. 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.

09. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County.

10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

11. No substitutes will be accepted after item(s) have been awarded as specified.

12. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

13. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

14. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern.

15. The bid price will include all shipping and handling charges.

16. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

17. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

18. 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.

19. Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

BID PRICE: Bid your lowest delivery price as of the bid opening date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX.

20. **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:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **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.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

21. No cash advance discount will be considered.

22. Bids shall be on the BID FORM enclosed and sealed in an envelope clearly marked:
Request for Bids: 2010-066-04-28-otm-"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

23. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

24. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

25. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids.

26. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

27. **ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

28. **ADDITIONAL INFORMATION:**

Further Information required regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga Montero at (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2812 S. Business 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email: olga.montero@co.hidalgo.tx.us no later than, Wednesday, April 21, 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., April 23, 2010.

II. INSTRUCTIONS TO BIDDERS:

1. **BID WITHDRAWAL:** No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

2. **COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

3. **EVALUATION OF BID**: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

4. **DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

5. **"OR EQUAL" INTERPRETATION CLAUSE**: Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

   On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

6. **REPRESENTATIONS**: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

   A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.
   B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.
   C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.
   D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

7. Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.
8. Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
9. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

III. BID AWARD:

1. Hidalgo County shall award the bid on a lump sum basis and/ or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s), whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.
2. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
3. The successful bidder will be notified of the award. Vendors requesting information on bid awards may contact the Purchasing Department at (956) 318-2626.

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Items Check List:

	Yes	No
1. Used County Forms	✓	
2. Bid Price firm ninety (90) days after bid opening with board action.	✓	
3. Acknowledgment Form shows full name and address of Bidder.	✓	
4. Acknowledgment Form signed by authorized representative.	✓	

5. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: **Six Months (6) with Hidalgo County's sole discretion to extend the contract for an additional Six (6) Months with a Sixty (60) Day Grace Period at the end of the contract term and contingent upon cost to remain unchanged.**
YES _____ NO _____

OPTION II: **One (1) Year with Hidalgo County's sole discretion 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 and contingent upon cost to remain unchanged. YES _____ NO _____**

6. Literature submitted is the most current reflecting item(s) being bid.	✓	
7. Bidder shall deliver fuel requested within 24 hours after request by County.		
8. I/We understand Hidalgo County reserves the right to increase or decrease quantity(s) up to 25% of item(s) awarded at bid price for the length of the contract as approved by County Commissioners.	✓	

9. I/We have read and understand:

I.	General Instructions to Bidders.	✓	
II.	Instructions to Bidders.	✓	
III.	Bid Award. Items	✓	
IV.	Delivery Instructions.	✓	
V.	Billing and Payment Instructions.	✓	

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

ACKNOWLEDGMENT FORM

COMPANY NAME: Arguindegui Oil Co. II Ltd.

ADDRESS: 4506 Hwy 359

CITY/STATE/ZIP: Laredo TX 78043

AUTHORIZED SIGNATURE: [signature]

AUTHORIZED SIGNATURE (PRINT): Lindsay Clark

TITLE: Sales

TELEPHONE NUMBER: 956 722-5951

CELL NUMBER: 956 763 8346

FAX NUMBER: 956 727 7636

(MUST BE RETURN WITH BID)

EXHIBIT "B"
PAYMENT SCHEDULE

OPENED
9:49 am
APR 2 8 2010

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
2010-066-04-28-otm

Witnessed

BID PAGE

Diesel Engine Lubricants
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, *Volvo* VDS2IVDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	CONOCO	Fleet EC Supreme 15W40	37.46 case 3.12 per qtr.
Gallon	CONOCO	"	30.42 case 7.60 per jug
5 Gallon	CONOCO	Fleet Supreme 15W40	33.75
55 Gallon			
Fleet Supreme	"	"	335.75
Bulk	"	"	5.65

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	—
Gallon	—	—	—
5 Gallon	Cross	Fleet 10W	32.20
55 Gallon	"	"	319.80
Bulk	"	"	5.36

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	CONOCO	Fleet 30W	26.51 case 2.21 per qtr.
Gallon	"	"	39.15 case 9.79 per jug
5 Gallon	"	"	34.25
55 Gallon	"	"	341.25
Bulk	"	"	5.75

10 **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	—
Gallon	CONOCO	Fleet 40W	35.34 case 4/1 8.8350 per jug
5 Gallon	North Amer. Lube	"	35.25
55 Gallon	"	"	352.25
Bulk	"	"	5.95

BID PAGE (CON'T)

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart	CONOCO	Fleet Supreme EC 15W40	$30.42 case 2.535 per qtr.
Gallon	"	"	$37.46 case 4/1 9.365 per jug
5 Gallon	"	"	$36.00 pail
55 Gallon	"	"	$360.50 drum
Bulk	"	"	$6.10 gal.

2 Gasoline Engine Lubricants
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifiCations: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart	CONOCO	5W30	27.42 case 2.285 per qtr.
Gallon	"	"	—
5 Gallon	North Amer. Lube	"	32.50
55 Gallon	"	"	322.00
Bulk	"	"	5.40

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart	CONOCO	10W30	27.25 case 2.271 per qtr.
Gallon	"	"	—
5 Gallon	North. Amer. Lube	"	31.50
55 Gallon Formula Shell	"	"	311.00
Bulk	"	"	5.20

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart	CONOCO	5W20	27.60 case 2.30 per qtr.
Gallon	"	"	—
5 Gallon	North Amer. Lube	"	32.50
* 55 Gallon Premium Synthetic Blend	"	"	322.00
* Bulk	"	"	5.40

2D SAE30

	Brand	Product No.	Price Per Unit
Quart	CONOCO	Fleet 30W	26.51 case 2.21 per qtr.
Gallon	"	"	39.15 case 9.7875 per jug
5 Gallon	"	"	34.25
55 Gallon	"	"	341.25
Bulk	"	"	3.75

BID PAGE (CON'T)

2E **SAE40**

	Brand	Product No.	Price Per Unit
Quart	CONOCO	Fleet 40W	—
Gallon	11	11	35.34 case 8.835 per jug
5 Gallon	11	11	35.25
55 Gallon	11	11	352.25
Bulk	11	11	5.95

2F SAE5W-20 SIMI SYNTHETIC

	Brand	Product No.	Price Per Unit
Quart	North American Lubs	SW20	—
Gallon	11	11	—
5 Gallon	11	11	32.50
55 Gallon	11	11	322.00
Bulk	11	11	5.40

3 **Automatic Transmission Lubricants**
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	CONOCO	ATF	26.72 case 2.23 per qtr.
Gallon	Cross	11	30.40
5 Gallon	11	11	298.90
55 Gallon Formula Shell	11	11	4.98

BID PAGE (CON'T)

3B Type F ATF meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart	—	—	—
Gallon	—	—	—
5 Gallon	—	—	—
55 Gallon	—	—	—

3C Mercon 5 • Trasmission Fluid

	Brand	Product No.	Price Per Unit
12/1 QL	CONOCO	Mercon V	44.05case 3.67 per qtr.
16 Gallon	—	—	—
55 Gallon	CONOCO	11	788.95

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-TranITCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 AfB/C/O Massey M1141, Vickers M-2950-S, 1-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	Latch	Prem Tractor Hyd.	24.90
55 Gallon Lubriguard 303	11	11	360.40

5 Differentiall Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail	North Amer Lube	80W90	36.85
120 Lb Keg	11	11	118.32
400 Lb Drum Spirax	11	11	369.85

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	North Amer. Lube	80W90	36.85
120 Lb Keg	11	11	118.32
400 Lb Drum	11	11	369.85

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	North. Amer. Lube	85W140	36.85
120 Lb Keg	11	11	118.32
400 Lb Drum	11	11	369.85

BID PAGE (CON'T)

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	CONOCO	Syn 75W90	108.95
120 Lb Keg	"	"	374.56
400 Lb Drum Spirax	"	"	1248.97

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	North Amer. Lube	Syn 50W	83.69
120 Lb Keg	"	"	270.20
400 Lb Drum	"	"	867.98

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	North Amer Lube	Syn 50W	83.69
120 Lb Keg	"	"	270.20
400 Lb Drum	"	"	867.98

5F CAT-TO-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

BID PAGE (CON'T)

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, 1-286-5, TOST min 2000 hrs.

6A 15032

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B 15046

	Brand	Product No.	Price Per Unit
5 Gallon	CONOCO	Megaflow 46	31.75
55 Gallon	"	"	313.75

6C 15068

	Brand	Product No.	Price Per Unit
5 Gallon	North Ame Lub.	Hyd 68	27.75
55 Gallon	"	"	269.75

6D ISO 100

	Brand		Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon
Meeting the following specifications: DOT3 for Brake Fluidl Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

BID PAGE (CON'T)

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM 04950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	CONOCO	Dynalife GCLB#2	20.98 case 10/1402.
35# Pail	11	11	61.88
120 # Keg-Mystik	11	11	260.89
55 Gallon	11	11	763.00

9B Lithium Complex High Temp Grease wi 3% moly meeting specifications:
NLGI-2, ASTM 04950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	CONOCO	Megaplex XD3	24.92 case 10/1402.
35# Pail	11	11	99.65
120 # Keg-CAT	11	11	338.54

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM 03306 for automotivel ASTM 0 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	—	—	—
55 Gallon-Shell Zone	KMCO	Parr EC 50/50	188.35

10B Extended Life Antifreezel Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	—	—	—
55 Gallon	KMCO-Parr	Coolant Plus 50/50	231.25

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Size	Brand	Product No.	Price Per Unit
—	—	—	—

11B Aerosol Engine Degreaser

Size	Brand	Product No.	Price Per Unit
—	—	—	—

11C Aerosol **Starting** Fluid-Spray Can

Size	Brand	Product No.	Price Per Unit
—	—	—	—

BID PAGE (CON'T)

11D Aerosol Penetrating Oil- **WD 40**

Size	Brand	Product No.	Price Per Unit

11E Oil Absorbent - Absorb & Dry

Size	Brand	Product No.	Price Per Unit
50 lbs			6.78 per bag.

11F Gasoline Fuel Additive - Seafoam

Size	Brand	Product No.	Price Per Unit

11G Diesel Fuel Additive

Size	Brand	Product No.	Price Per Unit
96.02.	PowerService	Diesel Kleen	10.74 9602.

11H Engine Oil Additive

Size	Brand	Product No.	Price Per Unit

111 Aerosol Lubricant

Size	Brand	Product No.	Price Per Unit

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	Brickley	Mineral Spirits	29.38
55 Gallon	"	"	240.67

13 Easy Slide RB-9512 Dryfilm Lubricant: Lube-A-Boom

	Brand	Product No.	Price Per Unit
12.8 oz. can			

Olga,

Here are the clarifications. If you have any question please feel free to call me or email.

3A – Mercon/Dexron

	Price
Quart	*$26.72 case 12/1 $2.23 per qtr.*
Gallon	*N/A*
Pail 1/5	*$30.40*
Drum 1/55	*$298.90*

The $4.98 would be if you buy it in bulk.

We could sell individuals but only in Jugs not in quarts.

The case of jugs come in 4/1. The case of quarts come in 12/1.

Thanks,

Lily Garcia

Executive Assistant/ Purchasing Dept.

Arguindegui Oil Co.II, LTD.

956-722-5251 Ex. 26

956-727-7636 fax

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/9/2010

PRODUCER Phone: 361/358-2412 Fax: 361/358-7403

TCOR Insurance Management
P.O. Box 790
Beeville TX 78104

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

Arguindegui Oil Co II Ltd
PO Box 1367
Laredo TX 78042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance	
INSURER B: AMERICAN GUAR & LIAB INS	26247
INSURER C: RSUI Indemnity Company	
INSURER D: ZURICH AMERICAN INS CO OF IL	27855
INSURER E: American Zurich Insurance	

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	
D	X	GENERAL LIABILITY	CPO9470237	6/27/2009	6/27/2010	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		X POLICY PRO-JECT LOC				Emp Benefits	$1,000,000
B	X	AUTOMOBILE LIABILITY	CPO9470237	6/27/2009	6/27/2010	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ANY AUTO					
		X ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X MCS 90 INCLUDED				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS/UMBRELLA LIABILITY	NHA049354	6/27/2009	6/27/2010	EACH OCCURRENCE	$10,000,000
		OCCUR X CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		X RETENTION $10,000					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001130384	5/1/2010	5/1/2011	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes				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
E		OTHER	CPO9470237	6/27/2009	6/27/2010	Building	$7,852,944
		Comm Property				Contents	$5,509,174

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Workers Compensation contains Blanket waiver of subrogation endorsement as required by written contract. USL&H coverage is provided.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchase Dept
2812 S. Business Highway 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Byron R Dull

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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.

REQUIREMENTS AGREEMENT
C-10-066a-06-22

THIS AGREEMENT is made effective this **July 14, 2010,** by and between the **County of Hidalgo, Texas ("County") and Oil Patch Fuel & Supply, Inc. (Secondary Vendor); ("Seller")**

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six (6) months with the County's sole discretion to continue this bid for an additional six months (6) months with a sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid and contingent upon cost remaining unchanged 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 **"Lubricants-(Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for a period of six (6) months with the County's sole discretion to continue this bid for an additional six months (6) months with a sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid and contingent upon cost remaining unchanged and; it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

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

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

4. 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.

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: Oil Patch Fuel & Supply, Inc.
Attention: David Lorenz
4004 N. Cage Blvd.
Pharr, Texas 78577

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

f. **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 therefore pending before any department or agency of Hidalgo County.

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

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Oil Patch Fuel & Supply, Inc.

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Steve Crain

Date:_____

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

SPECIFICATIONS

I. GENERAL INSTRUCTIONS AND CONDITIONS TO BIDDERS:

1. **Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items. Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.**

2. Detailed specifications are included. Compliance with all specifications and conditions is required. All bids must include a detailed statement of exceptions taken to any part of the request.

3. BID ACCEPTANCE:

   a) UNSIGNED BIDS WILL NOT BE CONSIDERED.
   b) BIDS RECEIVED AFTER BID DATE WILL NOT BE CONSIDERED AND WILL BE RETURNED TO VENDOR UNOPENED.
   c) ONLY SEALED BIDS WILL BE ACCEPTED. FAXED BIDS WILL NOT BE ACCEPTED.
   d) Bids must be submitted by and will be opened at **9:30 A.M., WEDNESDAY, April 28, 2010** in the conference room located in the New Administration Building, 2812 S. Business Hwy 281, Edinburg, Texas.

4. For any questions pertaining to the bid specifications, please contact:
   Olga T. Montero, Buyer
   Phone Number (956) 292-7000 Ext. 4859 or email: olga.montero@co.hidalgo.tx.us

5. Any change to this bid documentation must be in a written addendum and signed by Martha L. Salazar, Purchasing Agent or her designee.

6. Detailed explanation of warranties must be provided with bid.

7. Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

8. 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.

09. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County.

10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

11. No substitutes will be accepted after item(s) have been awarded as specified.

12. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.

13. To expedite evaluation of the bids it is mandatory that Hidalgo County forms be used to submit pricing information.

14. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern.

15. The bid price will include all shipping and handling charges.

16. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.

17. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.

18. 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.

19. Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

BID PRICE: Bid your lowest delivery price as of the bid opening date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 301 E. State, Pharr, TX.
c. Precinct #3: 400 W. 13th Street, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: PO Box 1228, Edinburg, TX.

20. **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:

- **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- **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.

- **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

21. No cash advance discount will be considered.

22. Bids shall be on the BID FORM enclosed and sealed in an envelope clearly marked:
Request for Bids: 2010-066-04-28-otm-"Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze Products"

23. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.

24. Failure to bid may disqualify a vendor from providing products or services for the term of the contract.

25. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids.

26. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.

27. **ERRORS IN BIDS, RELIEF OF BID**:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

28. **ADDITIONAL INFORMATION:**

Further Information required regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga Montero at (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2812 S. Business 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email: olga.montero@co.hidalgo.tx.us no later than, Wednesday, April 21, 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., April 23, 2010.

II. INSTRUCTIONS TO BIDDERS:

1. **BID WITHDRAWAL:** No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.

2. **COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION**: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

3. **EVALUATION OF BID**: All bids shall be evaluated on all factors involved. (i.e. price, quality, and service, etc.,) whichever is in the best interest of the County.

4. **DEVIATIONS FROM SPECIFICATIONS**: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials and/or equipment when delivered.

5. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on equal quality product of other manufacturers.

   On all such bids, the bidder shall indicate clearly the product on which he is bidding, and shall supply sufficient data on his/her own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified. If after analyzing the bid, it is found that the bidder did not bid on the brand and model specified and a statement to the contrary is not submitted, the item will not be considered.

6. **REPRESENTATIONS**: The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that part or all of such hardware, software and/or services fails to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

   A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.
   B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.
   C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.
   D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

7. Bidders having a history of inconsistent services and unreliability will not be considered by the County to be a responsible bidder.
8. Responsible Bidder: The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
9. Hidalgo County reserves the right to review and renew and/or terminate contract at the expiration of each budget period. The contract is for current revenues only. If termination of contract is necessary, the successful bidder will not add any termination penalties of said contract.

III. BID AWARD:

1. Hidalgo County shall award the bid on a lump sum basis and/ or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s), whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request.
2. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
3. The successful bidder will be notified of the award. Vendors requesting information on bid awards may contact the Purchasing Department at (956) 318-2626.

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

ACKNOWLEDGMENT FORM -- NON-COLLUSIVE BIDDING CERTIFICATION

I/We have read instructions to bidder and specifications. My/Our bid conforms with all bid specifications, conditions, and instructions as outlined by Hidalgo County. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with Hidalgo County for item(s) awarded to our company.

The undersigned Bidder, by signing and executing this bid, certifies and represents to Hidalgo County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Hidalgo County concerning this bid on the basis of any consideration not authorized by law; the advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to briber, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value any officer, trustee, agent or employee of Hidalgo County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Hidalgo County in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Items Check List:

	Yes	No
1. Used County Forms	✓	
2. Bid Price firm ninety (90) days after bid opening with board action.	✓	
3. Acknowledgment Form shows full name and address of Bidder.	✓	
4. Acknowledgment Form signed by authorized representative.	✓	

5. Bid prices are to remain for a period of: (Whichever option bidder selects)

OPTION I: **Six Months (6) with Hidalgo County's sole discretion to extend the contract for an additional Six (6) Months with a Sixty (60) Day Grace Period at the end of the contract term and contingent upon cost to remain unchanged.**
YES DNA **NO** _____

OPTION II: **One (1) Year with Hidalgo County's sole discretion 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 and contingent upon cost to remain unchanged.** **YES** _____ **NO** DNA

6. Literature submitted is the most current reflecting item(s) being bid.	✓	
7. Bidder shall deliver fuel requested within 24 hours after request by County.	✓	
8. I/We understand Hidalgo County reserves the right to increase or decrease quantity(s) up to 25% of item(s) awarded at bid price for the length of the contract as approved by County Commissioners.	✓	

9. I/We have read and understand:

I.	General Instructions to Bidders.	✓	
II.	Instructions to Bidders.	✓	
III.	Bid Award. Items	✓	
IV.	Delivery Instructions.	✓	
V.	Billing and Payment Instructions.	✓	

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS)
AND ANTI-FREEZE PRODUCTS"
Bid No: 2010-066-04-28-otm

ACKNOWLEDGMENT FORM

COMPANY NAME: Oil Patch Fuel & Supply, Inc.

ADDRESS: 4004 N. Cage Blvd

CITY/STATE/ZIP: Pharr TX 78577

AUTHORIZED SIGNATURE: [signature]

AUTHORIZED SIGNATURE (PRINT): D. Lorenz

TITLE: Branch Manager

TELEPHONE NUMBER: (956) 781-9047

CELL NUMBER: N/A

FAX NUMBER: (956) 781-9874

(MUST BE RETURN WITH BID)

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS) AND ANTI-FREEZE PRODUCTS"
2010-066-04-28-otm

OPENED
9:53am
APR 28 2010
Witnessed

Oil Patch

BID PAGE

1 **Diesel Engine Lubricants**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications:
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

All items need to be purchase as case but charge per gallon/qt.

	Brand	Product No.	Price Per Unit
Quart	Shell RS	5071376	$3.06 per ~~12lt~~ quart
Gallon	Shell RS	5073792	$10.50 per ~~3.1t~~ gallon
5 Gallon	Shell RP	542697203	$38.05
55 Gallon Fleet Supreme EC	Shell RP	542690055	$418.55
Bulk	SHELL RP	542690001	$7.31 per gallon * clarification

1B **SAE 10W** meeting the following specifications:
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T10	N/A	N/A
Gallon	Rotella T10	N/A	N/A
5 Gallon	Rotella T10	550019890	$36.22
55 Gallon	Rotella T10	550019855	$391.75
Bulk	Rotella T10	541010001	$6.84 per gallon * Clarification

1C **SAE 30W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	N/A	N/A	N/A
Gallon	Rotella T30	550019857	$9.25 per ~~3.1qt~~ gallon
5 Gallon	Rotella T30	550019891	$38.25
55 Gallon	Rotella T30	550019856	$420.75
Bulk	Rotella T30	500004730	$7.34 per gallon * clarification

1D **SAE 40W** meeting the following specifications:
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	Rotella T40	N/A	N/A
Gallon	Rotella T40	550019858	$9.25 per ~~3.1t~~ gallon
5 Gallon	Rotella T40	550019860	$38.30
55 Gallon	Rotella T40	550019892	$422.75
Bulk	Rotella T40	5410400001	$7.36 per gallon * clarification

BID PAGE (CON'T)

1E. Rotella T (15 W-40 C J 4)

	Brand	Product No.	Price Per Unit
Quart	Rotella T TTP	550019905	$3.00 per ~~12/1~~ quart
Gallon	Rotella T TTP	550019913	$12.50 per ~~3/1~~ gallon
5 Gallon	Rotella T TTP	550019916	$42.75 correction
55 Gallon	Rotella T TTP	550019917	$486.75
Bulk	Rotella T TTP	500004741	$8.45 per gallon

* clarification

2 Gasoline Engine Lubricants
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	502 00120 31	~~$30.44 per 12/1~~ $2.54/qt.
Gallon	Formula Shell	5077949	~~$32.50 per 3/1~~ $10.83/gal.
5 Gallon	Formula Shell	5020007203	$55.40 correction
55 Gallon	Formula Shell	5020000055	$480.00
Bulk	Formula Shell	500005207	$7.19 per gallon

* clarification

2B SAE10W-30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	502 130 4031	~~$30.22 per 12/1~~ $2.52/qt.
Gallon	Formula Shell	5078054	~~$29.81 per 3/1~~ $9.94/gal.
5 Gallon	Formula Shell	507007203	$52.30 correction
55 Gallon Formula Shell	Formula Shell	550022391	$460.20
Bulk	Formula Shell	500005209	$7.14 per gallon

* clarification

2C SAE5W-20

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5020112031	~~$33.20 per 12/1~~ $2.77/qt.
Gallon	Formula Shell	N/A	$ N/A
5 Gallon	Formula Shell	N/A	$ N/A correction
55 Gallon ~~Premium Synthetic Blend~~	Formula Shell	550022390	$469.20
Bulk	Formula Shell	500005208	$7.14 per gallon

* clarification

2D SAE30

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5020612031	~~$32.90 per 12/1~~ $2.74/qt.
Gallon	N/A	N/A	N/A correction
5 Gallon	Rotella T30	550019891	$44.10
55 Gallon	Rotella T30	550019856	$485.10
Bulk	Rotella T30	500004730	$7.44 per gallon

* clarification

BID PAGE (CON'T)

2E SAE40

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5020712031	~~$33.20 per 12/1~~ $2.77/qt.
Gallon	Rotella T40	5500 19858	~~$37.27 per 3/1~~ $12.42/gal.
5 Gallon	Rotella T40	55001989 2	$47.57
55 Gallon	Rotella T40	5500 19860	$485.20
Bulk	Rotella T40	5410400001	$7.49 per gallon

Correction

* clarification

2F SAE5W-20 SIMI SYNTHETIC

	Brand	Product No.	Price Per Unit
Quart	Formula Shell SYN	5077264	~~$27.50 per 6/1~~ $4.58/qt.
Gallon	N/A	N/A	N/A
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A
Bulk	N/A	N/A	N/A per gallon

Correction

* clarification

3 Automatic Transmission Lubricants
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for:
Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart	Formula Shell	5301012031	~~$29.60 per 12/1~~ $2.47/qt.
Gallon	Formula Shell	530100 6021	~~$ 54.00 per 6/1 gal~~ $9.33/gal
5 Gallon	Formula Shell	572035219	$ 36.25
55 Gallon Formula Shell	Formula Shell	500005219	~~$ 6.75 per~~ $443.38

Correction

BID PAGE (CON'T)

3B Type F ATF meeting Ford M2C33-F specifications

	Brand	Product No.	Price Per Unit
Quart	FormulaShell	530261203 1	~~$36.20 per 12/1 qt~~ $3.02/qt.
Gallon	N/A	N/A	N/A
5 Gallon	FormulaShell	550022404	$498.20
55 Gallon	N/A	N/A	N/A

correction

3C Mercon 5 - Trasmission Fluid

	Brand	Product No.	Price Per Unit
12/1 Qt.	N/A	N/A	N/A
16 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

4 Tractor Hydraulic Fluids
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	Shell Donax TD	572030323	$42.70
55 Gallon Lubriguard 303	Donax TD	500000323	~~$7.29~~ 487.47 correction

5 Differential/ Final Drive Gear Lubricants
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail	N/A	N/A	N/A
120 Lb Keg	N/A	N/A	N/A
400 Lb Drum Spirax	N/A	N/A	N/A

5A SAE 80W-90 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Shell Spirax HD	550022425	$53.20
120 Lb Keg	Shell Spirax HD	5500 22424	$174.20
400 Lb Drum	Shell Spirax HD	5921000055	$545.70

5B SAE 85W-140 Gear lubricant meeting the following specifications:
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Shell Spirax HD	5921235203	$53.50
120 Lb Keg	Shell Spirax HD	550022426	$175.60
400 Lb Drum	Shell Spirax HD	5921200055	$546.00

BID PAGE (CON'T)

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications:
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Shell Spirax ASX-R	550022332	$159.20
120 Lb Keg	Shell Spirax	550022333	$393.50
400 Lb Drum Spirax	Shell Spirax	550022334	$1292.30

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Spirax GSX 50	5070736	$150.00
120 Lb Keg	Spirax	550022302	$399.50
400 Lb Drum	Spirax	5070739	$1210.50

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications:
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Spirax GSX 50	5070736	$150.00
120 Lb Keg	Spirax	550022302	$399.50
400 Lb Drum	Spirax	5070739	$1210.50

5F CAT-TO-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W

	Brand	Product No.	Price Per Unit
35# Pail	N/A		
120 Lb Keg	N/A		
400 Lb Drum CAT	N/A		

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W

	Brand	Product No.	Price Per Unit
35# Pail	N/A		
120 Lb Keg	N/A		
400 Lb Drum CAT	N/A		

BID PAGE (CON'T)

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-288-S, TOST min 2000 hrs.

6A ISO 32

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	5061282	#44.20
55 Gallon	Shell Tellus	5061253	#440.20

6B ISO 46

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	5061282	# 44.20
55 Gallon	Shell Tellus	5061253	# 440.20

6C ISO 68

	Brand	Product No.	Price Per Unit
5 Gallon	Shell Tellus	5061252	#52.50
55 Gallon	Shell Tellus	5061250	#495.20

6D ISO 100

	Brand		Price Per Unit
5 Gallon Quincy	N/A	N/A	N/A
55 Gallon	Shell Tellus	5061246	#499.20

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, Gallon
Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid

	Brand	Product No.	Price Per Unit
Pint	Pennzoil	8568	~~#22.22 per 12/12oz~~ #1.85/pint
Quart	N/A	N/A	N/A
Gallon-Shell	Pennzoil	8569	~~#90.26 per 6/1gal~~ #15.04/gal.

7B Power Steering Fluid

	Brand	Product No.	Price Per Unit
Pint	Quaker State	N/A	correction
Quart	Quaker State	607117	~~#29.20 per 12/12oz~~ #2.43/qt.
Gallon-Gunk	N/A	N/A	

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon correction

	Brand	Product No.	Price Per Unit
5 Gallon	N/A	N/A	N/A
55 Gallon	N/A	N/A	N/A

BID PAGE (CON'T)

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums

9A Lithium Complex High Temp Grease meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Shell Retinax LX 2	5067710	$ 32.90
35# Pail	Retinax LX 2	5067712	$ 71.10
120 # Keg-Mystik	Retinax LX 2	5067708	$ 266.00
55 Gallon	Retinax LX 2	5067715	$ 796.00

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications:
NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Shell Retinax CM 2	7111830141	$ 50.00
35# Pail	Retinax CM 2	7111835203	$ 101.20
120 # Keg-CAT	Retinax CM 2	7111802120	$ 360.00

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for:
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Shell Zone	9406706021	$ 9.25
55 Gallon-Shell Zone	Shell Zone	550022525	$ 425.00

10B Extended Life Antifreeze/ Coolant meeting specifications for:
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Rotella ELC	9404206021	$ 17.25
55 Gallon	Rotella ELC	550022522	$ 570.00

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner

Size	Brand	Product No.	Price Per Unit
N/A			

11B Aerosol Engine Degreaser

Size	Brand	Product No.	Price Per Unit
N/A			

11C Aerosol Starting Fluid-Spray Can

Size	Brand	Product No.	Price Per Unit
N/A			

BID PAGE (CON'T)

*These Items are sold in Singles

11D Aerosol Penetrating Oil – WD 40

Size	Brand	Product No.	Price Per Unit
N/A			

11E Oil Absorbent – Absorb & Dry

Size	Brand	Product No.	Price Per Unit
55gal	A/S	AB55	$525

11F Gasoline Fuel Additive - Seafoam

Size	Brand	Product No.	Price Per Unit
Lucas	1gal		$32.50

11G Diesel Fuel Additive

Size	Brand	Product No.	Price Per Unit
Lucas	1gal		$32.50

11H Engine Oil Additive

Size	Brand	Product No.	Price Per Unit
Lucas	1gal		$33.00

11I Aerosol Lubricant

Size	Brand	Product No.	Price Per Unit
N/A			

12 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon

12A Mineral Spirits meeting specifications for: Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	M/S	MS05	$19.79
55 Gallon	M/S	MS055	$199.50

13 Easy Slide RB-9512 Dryfilm Lubricant : Lube-A-Boom

	Brand	Product No.	Price Per Unit
12.8 oz. can	N/A		

EXHIBIT "C"
INSURANCE REQUIREMENTS

FROM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 06/09/2010

PRODUCER			
Capitol City Insurance/The Insurance Store 8030 N. Mopac Expressway 2nd Floor Austin TX 78759	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		
Oil Patch Fuel & Supply, Inc. 1905 Bayou Court Brownsville TX 78526	INSURER A: American Zurich Insurance Company c/o AMC INSURER B: American Guarantee & Liability Ins Co. c/o AMC INSURER C: Zurich Insurance c/o AMC INSURER D: INSURER E: Texas Mutual Insurance		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	X COMMERCIAL GENERAL LIABILITY	CPO9451422	09/14/2009	09/14/2010	EACH OCCURRENCE	$ 1000000
	CLAIMS MADE X OCCUR				FIRE DAMAGE (Any one fire)	$ 100000
	X Contractual Liab				MED EXP (Any one person)	$ 5000
					PERSONAL & ADV INJURY	$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$ 2000000
	X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2000000
	AUTOMOBILE LIABILITY					
	ANY AUTO	CPO9451422	09/14/2009	09/14/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
	ALL OWNED AUTOS					
	X SCHEDULED AUTOS				BODILY INJURY (Per person)	$
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
	X MCS-90				PROPERTY DAMAGE (Per accident)	$
	X Pollution Liab Incl					
	GARAGE LIABILITY					
	ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
	EXCESS LIABILITY					
	X OCCUR CLAIMS MADE	UMB9451422	09/14/2009	09/14/2010	EACH OCCURRENCE	$ 4000000
					AGGREGATE	$ 4000000
	DEDUCTIBLE					$
	X RETENTION $ 10000					$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
		TSF0001162184	11/01/2009	11/01/2010	X WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$ 1000000
					E.L. DISEASE - EA EMPLOYEE	$ 1000000
					E.L. DISEASE - POLICY LIMIT	$ 1000000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

956-318-2629

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County - Purchasing Dept 2812 S. Business Hwy 281 Edinburg TX 78539		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

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

Attl: OLGA (956) 292-7612

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-062-001-0-672	JP PCT 1/PL 2-EQ&VEH R&M SUPPLIES	200.00	186.90	.00	.00	13.10	93.45
0-1100-412-00-065-001-0-672	JP PCT 3/PL 1-EQ&VEH R&M SUPPLIES	200.00	.00	.00	.00	200.00	.00
0-1100-412-00-069-001-0-672	JP PCT 5/PL 1-EQ&VEH R&M SUPPLIES	500.00	.00	.00	.00	500.00	.00
0-1100-414-00-130-001-0-672	ELECTIONS DEPT-EQ&VEH R&M SUPPLIES	3,500.00	.00	.00	.00	3,500.00	.00
0-1100-415-00-200-002-0-672	IT COUNTYWIDE-EQ&VEH R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-415-14-115-001-0-672	DBM-BUDGET DIV-EQ&VEH R&M SUPPLIES	2,100.00	.00	681.73	681.73	1,418.27	32.46
0-1100-415-15-140-001-0-672	TAX OFF-EQ&VEH R&M SUPPLIES	7,500.00	.00	109.44	109.44	7,390.56	1.46
0-1100-415-16-150-001-0-672	CO TREASURER-EQ&VEH R&M SUPPLIES	430.00	.00	9.25	9.25	420.75	2.15
0-1100-415-18-160-001-0-672	PURCHASING-EQ&VEH R&M SUPPLIES	1,300.00	.00	.00	.00	1,300.00	.00
0-1100-415-40-180-001-0-672	CO CLERK-EQ&VEH R&M SUPPLIES	3,755.15	523.46	755.15	755.15	2,476.54	34.05
0-1100-415-40-180-002-0-672	CO CLERK RECORD ARCHIVE-EQ&VEH R&M SUPPL	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-415-50-190-002-0-672	HUMAN RESOURCES-EQ&VEH R&M SUPPLIES	100.00	.00	.00	.00	100.00	.00
0-1100-419-10-210-001-0-672	PLANNING DEPT-EQ&VEH R&M SUPPLIES	700.00	.00	64.77	64.77	635.23	9.25
0-1100-419-40-220-001-0-672	FACILITIES MGMT-EQ&VEH R&M SUPPLIES	54,000.00	2,252.84	2,147.37	2,147.37	49,599.79	8.15
0-1100-419-50-115-059-0-672	DBM-SAFETY DIV-EQ&VEH R&M SUPPLIES	3,150.00	.00	42.90	42.90	3,107.10	1.36
0-1100-421-00-280-001-0-672	SHERIFF-EQ&VEH R&M SUPPLIES	219,000.00	9,565.31	82,753.38	82,753.38	126,681.31	42.15
0-1100-421-00-291-001-0-672	CONSTABLE PCT.1-EQ&VEH R&M SUPPLIES	5,500.00	.00	126.66	126.66	5,373.34	2.30
0-1100-421-00-292-001-0-672	CONSTABLE PCT.2-EQ&VEH R&M SUPPLIES	3,450.00	.00	.00	.00	3,450.00	.00
0-1100-421-00-293-001-0-672	CONSTABLE PCT.3-EQ&VEH R&M SUPPLIES	6,000.00	1,562.54	1,227.00	1,227.00	3,210.46	46.49
0-1100-421-00-294-001-0-672	CONSTABLE PCT.4-EQ&VEH R&M SUPPLIES	3,750.91	2,719.90	460.00	460.00	571.01	84.78
0-1100-421-00-294-007-0-672	CONST PCT4-PK LOT SEC-EQ&VEH R&M SUPPL	.00	.00	.00	.00	.00	.00
0-1100-421-00-295-001-0-672	CONSTABLE PCT.5-EQ&VEH R&M SUPPLIES	4,500.00	.00	452.00	452.00	4,048.00	10.04
0-1100-422-10-300-001-0-672	EMERG SRVS-FM-EQ&VEH R&M SUPPLIES	7,700.00	169.56	1,162.19	1,162.19	6,368.25	17.30
0-1100-423-21-280-002-0-672	JAIL-EQ&VEH R&M SUPPLIES	69,000.00	3,174.06	2,788.60	2,788.60	63,037.34	8.64
0-1100-423-32-330-001-0-672	JUV DET HM-EQ&VEH R&M SUPPLIES	3,000.00	73.44	-42.00	-42.00	2,968.56	1.05
0-1100-429-00-300-023-0-672	EMERG SRVS-EM-EQ&VEH R&M SUPPLIES	500.00	.00	.00	.00	500.00	.00
0-1100-432-00-121-001-0-672	PCT1 SANITATION-EQUIP & VEH R&M SUPPL	36,000.00	11,208.10	21,724.71	21,724.71	3,067.19	91.48
0-1100-432-00-122-001-0-672	PCT2 SANITATION-EQUIP & VEH R&M SUPPLIES	36,400.00	9,664.13	12,339.03	12,339.03	14,396.84	60.45
0-1100-432-00-123-001-0-672	PCT3 SANITATION-EQUIP & VEH R&M SUPPLIES	86,000.00	21,969.12	34,354.04	34,354.04	29,676.84	65.49

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-432-00-124-001-0-672	PCT4 SANITATION PCT4-EQUIP&VEH R&M SUPPL	43,600.00	10,164.23	16,481.15	16,481.15	16,954.62	61.11
0-1100-441-00-340-001-0-672	HEALTH ADM-EQ&VEH R&M SUPPLIES	5,890.08	1,811.88	1,883.15	1,883.15	2,195.05	62.73
0-1100-441-00-340-003-0-672	HEALTH CLINICS-EQ&VEH R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-452-00-121-013-0-672	PCT1 PARKS-EQUIP & VEH R&M SUPPLIES	6,748.84	3,044.18	.00	.00	3,704.66	45.11
0-1100-452-00-122-008-0-672	PCT2 PARKS-EQUIP & VEH R&M SUPPLIES	8,084.47	2,638.18	470.97	470.97	4,975.32	38.46
0-1100-452-00-123-008-0-672	PCT3 PARKS-EQUIP & VEH R&M SUPPLIES	4,963.23	1,620.66	1,773.50	1,773.50	1,569.07	68.39
0-1100-452-00-124-009-0-672	PCT4 PARKS-EQUIP & VEH R&M SUPPLIES	2,269.80	204.57	21.02	21.02	2,044.21	9.94
0-1100-461-00-380-001-0-672	TX AGRILIFE EXT-EQ&VEH R&M SUPPLIES	3,000.00	.00	.00	.00	3,000.00	.00
0-1200-431-00-121-005-0-672	PCT1 P/U RD-EQUIP & VEH R&M SUPPLIES	43,856.77	21,399.73	19,163.17	19,163.17	3,293.87	92.49
0-1200-431-00-122-004-0-672	CO SHOP-EQ&VEH R&M SUPPLIES	10,550.00	6,796.55	474.29	474.29	3,279.16	68.92
0-1200-431-00-122-005-0-672	PCT2 RD ADM-EQUIP & VEH R&M SUPPLIES	150.00	.00	78.89	78.89	71.11	52.59
0-1200-431-00-122-006-0-672	PCT2 P/U RD-EQUIP & VEH R&M SUPPLIES	65,304.61	39,180.04	11,668.11	11,668.11	14,456.46	77.86
0-1200-431-00-123-005-0-672	PCT3 P/U RD-EQUIP & VEH R&M SUPPLIES	67,140.31	36,805.37	27,825.99	27,825.99	2,508.95	96.26
0-1200-431-00-124-007-0-672	PCT4 P/U RD-EQUIP & VEH R&M SUPPLIES	71,481.64	29,011.46	31,289.70	31,289.70	11,180.48	84.36
0-1200-431-00-260-001-0-672	R-O-W DEPT-EQ&VEH R&M SUPPLIES	6,500.00	.00	175.52	175.52	6,324.48	2.70
0-1201-431-00-121-005-0-672	PCT1 P/U RD-EQUIP & VEH R&M SUPPLIES	40,216.73	.00	40,216.73	40,216.73	.00	100.00
0-1202-431-00-122-005-0-672	PCT2 RD ADM-EQUIP & VEH R&M SUPPLIES	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-006-0-672	PCT2 P/U RD-EQUIP & VEH R&M SUPPLIES	24,695.39	.00	24,695.39	24,695.39	.00	100.00
0-1203-431-00-123-005-0-672	PCT3 P/U RD-EQUIP & VEH R&M SUPPLIES	57,694.07	.00	57,694.07	57,694.07	.00	100.00
0-1204-431-00-124-007-0-672	PCT4 P/U RD-EQUIP & VEH R&M SUPPLIES	75,400.77	.00	75,400.77	75,400.77	.00	100.00
0-1211-452-00-121-013-0-672	PCT1 PARKS-EQUIP & VEH R&M SUPPLIES	1,486.16	.00	1,486.16	1,486.16	.00	100.00
0-1212-452-00-122-008-0-672	PCT2 PARKS-EQUIP & VEH R&M SUPPLIES	1,147.19	.00	1,147.19	1,147.19	.00	100.00
0-1213-452-00-123-008-0-672	PCT3 PARKS-EQUIP & VEH R&M SUPPLIES	3,036.77	.00	3,036.77	3,036.77	.00	100.00
0-1214-452-00-124-009-0-672	PCT4 PARKS-EQUIP & VEH R&M SUPPLIES	.00	.00	.00	.00	.00	.00
0-1222-412-00-080-006-0-672	DA BAD CK-EQ&VEH R&M SUPPLIES	1,700.00	.00	.00	.00	1,700.00	.00
0-1254-412-00-270-014-0-672	HIDTA US JUSTICE-EQ&VEH R&M SUPPLIES	2,500.00	.00	452.00	452.00	2,048.00	18.08
0-1284-421-00-280-048-1-672	STONEGARDEN (DONNA)-EQ&VEH R&M SUPPLIES	2,400.00	.00	.00	.00	2,400.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1291-412-00-270-003-9-672	HIDTA TASK FORCE-EQ&VEH R&M SUPPLIES	4,000.00	.00	.00	.00	4,000.00	.00
0-1292-441-00-350-001-0-672	WIC ADM-EQ&VEH R&M SUPPLIES	2,119.30	.00	449.91	449.91	1,669.39	21.23
0-1293-441-00-340-013-0-672	TDH PHPSB-EQ&VEH R&M SUPPLIES	700.00	628.32	.00	.00	71.68	89.76
0-1295-423-00-330-028-0-672	WESL B/C-EQ&VEH R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
0-1297-423-00-320-002-0-672	BASIC SUPERVISION-EQ&VEH R&M SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
0-1297-423-00-320-005-0-672	RESTITUTION CTR-EQ&VEH R&M SUPPLIES	737.52	26.56	133.08	133.08	577.88	21.65
0-1297-423-00-320-020-0-672	SATF-EQUIP & VEHICLE R&M SUPPL	362.94	147.24	.00	.00	215.70	40.57

AI-21696 **25.A.5.**

Tower Site Leases-Weslaco & La Joya-Hidalgo Co. Div. of Emergency Serv.
CC REGULAR

Date:	06/22/2010
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Recommending award of bid and approval of lease agreements to sole bidder "O.E. Investments, LTD"meeting all specifications and/or requirements as attached hereto for: Hidalgo County Division of Emergency Services (Department of Emergency Management) - for Tower Site Leases in:
a. City of La Joya, TX - Bid No. 2010-043-05-12-ERT
b. City of Weslaco, TX- Bid No. 2010-044-05-12-ERT
and subject to further detail on legal descriptions as requested by legal counsel.

BACKGROUND

There is no current contract in place

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441

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

BUDGETARY IMPACT:

Available funds as of 6-16-2010 is $46,962.40.00 - same account number is being used for both Towers La Joya and Weslaco.

Attachments

Link: Weslaco - Memo, bid tabulation sheet, participation log

Link: La Joya - Memo, bid tabulation sheet,participation log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 02:20 PM	APRV
2	Budget & Management	Angela Garcia	06/17/2010 02:33 PM	APRV
3	Purchasing Department	Marty Salazar	06/18/2010 12:25 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Eric Trevino Started On: 06/16/2010 03:10 PM

Final Approval Date: 06/18/2010

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 12, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-044-05-12-ERT
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES - "LEASE OF TOWER SPACE - WESLACO, TX".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 or email to eric.trevino@co.hidalgo.tx.us by no later than Tuesday, May 18, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.)OE Investments LTD	Sole respondent
2.)	
3.)	
Budget account # -	

A.A. Tony Pena Jr. Digitally signed by AA Tony Pena, Jr DN: cn=AA Tony Pena, Jr, o=Hidalgo Co Judges Office, ou=OEM/EMO email=tony.pena@co.hidalgo.tx.us, c=US Date: 2010.05.12 22:36:36 -05'00'

AA Tony Pena, Jr. | Emergency Management | 05-12-2010

Authorized Signature | Printed Name | Department | Date

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-WESLACO, TX"	
BID NO: 2010-044-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
	Year 2 - $34,020.00
	Year 3 - $35,724.00
	Year 4 - $37,512.00
	Year 5 - $39,384.00
	Year 6 - $41,352.00
	Year 7 - $43,416.00
	Year 8 - $45,588.00
	Year 9 - $47,868.00
	Year 10 - $50,256.00
	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: May 12, 2010 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-Weslaco,TX"

BID NO.: 2010-044-05-12-ERT

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
OE Investment Othal E. Brand, Jr, President Attn: Mr. Hinojosa	EM	ERT	10-6-09	P O Box 4408 McAllen, TX 78502-4408 4800 N 23rd McAllen, TX 78504 (P) 956-683-7979 (F) 956-631-2334 956-793-0103 cell obrand@rioplexwireless.com ezamora@rioplexwireless.com hinojosatx@gmail.com bsuarez@rioplexwireless.com
South Texas Communications Attn: Rick Surrat or Sid	EM	ERT	10-6-09	709 E Pecan McAllen, TX 78502 956-687-8591 surrat@stcradio.com sidb@stcradios.com
Mobile Relays fkna Rio Radio Supply Attn: Finitivo Ramos or Jim Hanshaw	EM	ERT	10-6-09	515 S 12th McAllen, TX 78501 956-682-5224 primo@mobilerelays.com jimhanshaw@mobilerelays.com
Raba-Kistner Consultants, Inc. Attn: Norma Salazar	EM	ERT	10-13-09	800 E. Hackberry Avenue McAllen, Texas 78501 Phone: (956) 682-5332 Fax: (956) 682-5487 nsalazar@rkci.com http://www.rkci.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: May 12, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-043-05-12-ERT
HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES - "LEASE OF TOWER SPACE - LA JOYA, TX".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 or email to eric.trevino@co.hidalgo.tx.us by no later than Tuesday, May 18, 2010 at 5:00 P.M. or as soon as possible in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.)OE Investments LTD	sole respondent
2.)	
3.)	
Budget account # -	

A.A. Tony Pena Jr. Digitally signed by AA Tony Pena, Jr DN: cn=AA Tony Pena, Jr, o=Hidalgo Co Judges Office, ou=OEM/FMO, email=tony.pena@co.hidalgo.tx.us, c=US Date: 2010.05.12 22:47:00 -05'00'

AA Tony Pena, Jr. Emergency Management 05-12-2010

Authorized Signature Printed Name Department Date

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES	
BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE-LA JOYA, TX"	
BID NO: 2010-043-05-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	BID AMOUNT
O.E INVESTMENTS, LTD **MCALLEN, TX 78502**	Year 1 - $32,400.00
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	Year 3 - $35,724.00
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	Year 8 - $45,588.00
	Year 9 - $47,868.00
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	Grand Total for 10 years - $407,520.00

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: May 12, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES-LEASE OF TOWER SPACE-La Joya,TX"

BID NO.: 2010-043-05-12-ERT

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
OE Investment Othal E. Brand, Jr, President Attn: Mr. Hinojosa	EM	ERT	10-6-09	P O Box 4408 McAllen, TX 78502-4408 4800 N 23rd McAllen, TX 78504 (P) 956-683-7979 (F) 956-631-2334 956-793-0103 cell obrand@rioplexwireless.com ezamora@rioplexwireless.com hinojosatx@gmail.com
South Texas Communications Attn: Rick Surrat or Sid	EM	ERT	10-6-09	709 E Pecan McAllen, TX 78502 956-687-8591 surrat@stcradio.com sidb@stcradios.com
Mobile Relays fkna Rio Radio Supply Attn: Finitivo Ramos or Jim Hanshaw	EM	ERT	10-6-09	515 S 12th McAllen, TX 78501 956-682-5224 primo@mobilerelays.com jimhanshaw@mobilerelays.com
Raba-Kistner Consultants, Inc. Attn: Norma Salazar	EM	ERT	10-13-09	800 E. Hackberry Avenue McAllen, Texas 78501 Phone: (956) 682-5332 Fax: (956) 682-5487 nsalazar@rkci.com http://www.rkci.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-21711 **25.A.6.**

Approval of Pool for Consulting Services for Federal and State Funding
CC REGULAR

Date:	06/22/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Acceptance and approval of the three (3) responses recieved for:
RFQ-2010-163-06-09CGV-"Pool of Professional Consultants to Seek Funding and Assistance Through Federal and State Agencies, Private Sector(s) and Other Sources" on an as needed basis for Hidalgo County; and/or in the alternative or addition;

b. Authority to re-advertise the Request for Qualifications for: "Pool of Professional Constultants to Seek Funding and Assistance through Federal and State Agencies, Private Sector(s) and Other Sources" on an as needed basis for Hidalgo County with expanded pool to terminate on same date as initial pool.

BACKGROUND

Expansion of pool to concur with exisitng pool term.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact would need to be addressed based upon negotiations and prior to approval of a final contract.

FISCAL YEAR: 2010 **ACCT. #:** SEE ATTACHED EXP REPORT

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

BUDGETARY IMPACT:

See attached exp report for funding source and availability of funds.

Attachments

Link: Acceptance, Participation log,

Link: recently expired pool

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 04:34 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:55 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/18/2010 09:09 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Gricelda Villarreal Started On: 06/16/2010 04:48 PM

Final Approval Date: 06/18/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP-Q ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFP-Q ACCEPTANCE DATE: June 9, 2010	**RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFP-Q: "POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AND PRIVATE SECTOR(S) AND OTHER SOURCES"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP-Q NO: 2010-163-06-09CGV

RFP-Q#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	**Dos Legislative Services** **Donna, Tx**	√√
#2	**Austin, Copeling & Reyes** **Austin, Tx**	√√
#3	**Arnold Mata Learnship** **Pharr, Tx**	√√
#4		
#5		
#6		
#7		
#8		
#9		
#10		

From:	Cris Villarreal
To:	"sofia.hernandez@hidalgocountyjudge.com"; "humberto.garza@co.hidalgo.tx.us"; "agapito.vargas@co.hidalgo.tx.us"; "mona parras"; "gloria.beltran@co.hidalgo.tx.us"; "valde.guerra@co.hidalgo.tx.us"; "raul.silguero@co.hidalgo.tx.us"
Cc:	"Martha Salazar"; "Darlene Betancourt"
Subject:	Acceptance Log for "Pool of Professional Consultants to Seek Federal Funding and Assistance" project
Date:	Monday, June 14, 2010 3:42:00 PM
Attachments:	ACCEPTANCE LOG.docx
Importance:	High

Hello Everyone,
Attached you will find the Acceptance Log of the firms responding to the above referenced project. Please review and submit your recommendation to accept or reject the proposed log of Consultants by no later than Friday, June 18, 2010 by 3:00 P.M., so as to proceed to place an item on agenda of June 22, 2010. Please note that the current pool of consultants expires on June 16, 2010.

Thank you,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department
Ph: 956-318-2626 or 956-292-7000, ext. 4867
Fax: 956-318-2629
email: cris.villarreal@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFP-Q PACKETS

IBF-RFB-RFP-RFQ-RFP-Q-RFI

RFP-Q ACCEPTANCE DATE: June 9, 2010 **RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFP-Q DESCRIPTION: "Pool Of Prof. Consultants To Seek Federal Funding And Assistance Through Federal And State Agencies, Private Sector(S) And Other Sources For Hidalgo County" (Including Other Funding Sources)

RFP-Q NO: 2010-163-06-09CGV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFP-Q REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01.	Integrated Marketing Systems Janice Wagner	Email	CGV jwagner@imsinfo.com	5-19-10	945 Hornblend Street, Ste. G San Diego. CA 92109 (858) 490-5040
02.	S& B Infrastructure LTD Alma Walzer	Email	CGV acwalzer@sbec.com	5-19-10	5408 North 10th McAllen, Texas 78504 Office 956-926-5000
03.	Doucet & Associates, Inc. C. Rick Coneway P.E.	Email	CGV rick.coneway@doucet-austin,com	5-19-10	7401B Highway 71 West Ste 160, Austin, Tx 78735
04.	Jose Teran	Email	CGV jdteran@t-mengineering.com	5-19-10	713-858-8723
05.	Hollis Ruttledge and Assos. Sheila M Valles-Pantratz	Email	CGV hollis@rutledge-associates.com	5-21-10	414 N. Mayberry Mission, Tx 78572 956-583-0002
06.	Dos Logistics Celina Garza	Email	CGV celinagarza@doslogistics.com	5-21-10	24114 FM 2556 La Feria, Tx 78593 956-266-8770 (Cell) 956-797-4601
07.	Caballero Governmental Affairs Elvia Lopez	Email	CGV eclopez327@aol.com	5-21-10	4009 Iriona Bend Austin, Tx 78749 (Ph) 512-731-5388 (F) 512-280-7207
08.	Schulle Consultant Group, Inc. (P) 512-754-8119	Email	CGV schulle@tspe.org	5-21-10	132 Pinto Lane San Marcos, Tx 78666
09.	Bickerstaff, Helath,Pollan & Caroom, L.L.P. David Mendez	Email	CGV dmendez@bickerstaff.com	5/21-10	816 Congress Ave. Suite 1700 Austin, Tx 78701 512-472-8021
10.	Raba-Kistner Consultants Norma E. Salazar	Email	CGV nsalazar@rkci.com	5-25-10	800 E. Hackberry Avenue McAllen, Texas 78501 956-682-5332

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFP-Q PACKETS

IBF-RFB-RFP-RFQ-RFP-Q-RFI

RFP-Q ACCEPTANCE DATE: June 9, 2010 **RFP-Q ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFP-Q DESCRIPTION: "Pool Of Prof. Consultants To Seek Federal Funding And Assistance Through Federal And State Agencies, Private Sector(S) And Other Sources For Hidalgo County" (Including Other Funding Sources)

RFP-Q NO: 2010-163-06-09CGV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFP-Q REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
11.	Dos Logistics, Inc. Denisha Thompson	Email	CGV denishathompson@doslogistics.com	5-25-10	25114 FM 2556 Santa Rosa, Tx 78593 956-797-4601
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 THROUGH JUNE 16, 2009

DEPARTMENT NAME: HIDALGO COUNTY

Proposal Acceptance Date: MAY 21, 2008	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL/QUALIFICATION: Pool Of Professional Consultants To Seek Funding And Assistance Through State, Federal And Private Sector(s) And Other Sources

PROPOSAL/QUALIFICATIONS NO: 2008-103-05-21-VYG

RFP #	NAME OF COMPANY
#01	DOS LOGISTICS, INC.
#02	VAZALDUA & ASSOCIATES
#03	TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP
#04	HOLLIS, RUTHEDGE AND ASSOCIATES
#05	
#06	
#07	
#08	
#09	
#10	

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-421-00-280-001-0-311	SHERIFF-MGMT CONSULTING SRV	42,606.00	9,000.00	12,000.00	12,000.00	21,606.00	49.29
0-1287-465-20-110-070-9-311	EDA-MGMT CONSULTING SERVICES	20,316.91	.00	.00	.00	20,316.91	.00
0-2201-415-00-115-009-0-311	DBM-HEALTH INS ADM-MGMT CONSULTING SRV	39,631.25	35,631.25	.00	.00	4,000.00	89.91
0-2202-419-50-115-065-0-311	DBM-W/C DIV-MGMT CONSULTING SRV	25,500.00	.00	5,500.00	5,500.00	20,000.00	21.57

AI-21674 **25.A.7.**

Actuarial Consulting Services for Part I-GASB 43/45 OPEB Valuation Analysis & Part II-Health Benefits Reserve Analysis

CC REGULAR

Date:	06/22/2010
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Acceptance and approval of the scoring/evaluation grid (for the purpose of ranking by Commissioners' Court) submitted in response to the Request for Proposal-Actuarial Consulting Services for Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis"-Hidalgo County RFP No. 2010-026-05-12-SMA;

1st_____;
2nd_____
3rd_____;
4th_____

b. Authorization for Purchasing Department to negotiate BAFO (Best and Final Offer) contract with the number one for Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis (1) ranked proposer_____ for Actuarial Consulting Services for Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis- Hidalgo County- RFP No. 2010-026-05-12-SMA.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** X-2201-415-00-115-009-0-311

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

BUDGETARY IMPACT:

$4,000.00 available balance as of 06/17/10. rc
Such services are for fiscal year 2011

Attachments

Link: Scoring Grid

Link: Participation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	06/17/2010 01:59 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:45 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/17/2010 04:09 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Sandra Montalvo Started On: 06/15/2010 04:10 PM

Final Approval Date: 06/18/2010

HIDALGO COUNTY
Actuarial Consulting Services for
PART I- GASB 43 and/or 45 OPEB Valuation Analysis
PART II-Health Benefits Reserve Analysis
RFP NO: 2010-026-05-12-SMA

SCORING GRID

EVALUATION CRITERIA	PROPOSERS											
	MILLIMAN, INC.			G.P. MONNIN CONSULTING, INC.			LEWIS & ELLIS INC. ACTUARIES & CONSULTANTS			NY HART A/K/A ALLIANCE BENEFIT GROUP		
	GRADERS			GRADERS			GRADERS			GRADERS		
	1	2	3	1	2	3	1	2	3	1	2	3
1) Firms Qualifications & Staffing of Project Team	10	10	10	10	10	8	10	10	9	10	10	8
2) Understanding of Project/Similar Projects	40	40	40	38	37	34	40	40	40	38	37	40
3) Experience of Project Team/Ability to Commit Resources	40	40	40	40	40	28	40	40	39	40	40	29
4) Cost Fees	8	8	-0-	8	8	2	9	10	7	9	9	10
Totals	98	98	90	96	95	72	99	100	95	97	96	87
TOTAL SCORES	286			263			294			280		
TOTAL AVERAGES	95.34			87.67			98.00			93.34		
RANKINGS (Upon review and approval by Hidalgo County Commissioners Court)												

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFP PACKETS

PROPOSAL ACCEPTANCE DATE: MAY 12, 2010 PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/ DESCRIPTION: Hidalgo County-Actuarial Consulting Services for PART I-GASB 43 and/or GASB 45 OPEB Valuation Analysis and PART II- Health Benefits Reserve Analysis"

RFP No.: 2010-026-05-12-SMA **BUYER: Sandra Montalvo**

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	REQUEST VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
1) **MILLIMAN CONSULTING** Attn: Jim Tumlinson	BLM/ EMAIL	Sandra Montalvo	04/26/10	333 Clay Street, Suite 4330 Houston, Tx 77002-7338 (P) 713-658-8451 (F) 713-658-9656 Jim.tumlinson@milliman.com esther.blount@milliman.com
2) **CAPRISK CONSULTING GROUP** Attn: Chris Weaver	EMR	Sandra Montalvo	04/26/10	3200 West End Avenue, Suite 500 Nashville, TN 37203 (P/F) 877-747-5238 ext. 422 CWeaver@CapRiskGroup.com
3) **G.P. MONNIN CONSULTING, INC.** Attn: Sherry Farmer	BLM	Sandra Montalvo	04/29/10	1715 Capital Of Texas Hwy, Suite 205 Austin, Texas 78746 (P) 512-328-5854 (F) 512-328-5867 gpmonnin@gpmonnin.com sfarmer@gpmonnin.com
4) **S & B INFRASTRUCTURE, LTD.** Attn: Alma Walzer	EMR	Sandra Montalvo	04/27/10	5408 North 10th Street McAllen, Tx 78504 (O) 956-926-5000 Cell 956-342-1427 acwalzer@sbec.com
5) **LEIF ASSOCIATES, INC.** Attn: Kristin R. Jones	EMR	Sandra Montalvo	04/28/10	1515 Arapahoe Street, Tower 1, suite 530 Denver, CO 80202 Phone 303-294-0994 ext 19 Fax-303-294-0979 Cell -303-489-7352 krjones@leif.net
6) **LOCKSTONE ADVISORS, LLC** Attn: John Ritchie	EMR	Sandra Montalvo	04/29/10	27W130 Roosevelt Road, Suite 107 Winfield, IL 60190 Office-630-260-0110 Cell-630-9624858 Fax-630-260-0255 John.ritchie@lockstoneLLC.com
7) **MERLINOS & ASSOCIATES, INC.** Attn: : Scott Wellham	EMR	Sandra Montalvo	04/29/10	3274-B Medlock Bridge Road Norcross, GA 30092 Direct Phone: 678-684-4871 Main Phone: 770-453-9771 Fax: 770-453-9776 swellham@merlinosinc.com
8) **LEWIS & ELLIS, INC.** Attn: Bonnie Albritton	EMR	Sandra Montalvo	04/30/10	P.O. Box 851857 Richardson, Tx 75085-1857 Phone-972-850-0850 Fax-972-850-0851 balbritton@lewisellis.com
9) **AQUARIUS CAPITAL** Attn: Michael L. Frank	EMR	Sandra Montalvo	04/30/10	110 Betsy Brown Road Port Chester, NY 10573 Tel: (914) 933-0063 Fax: (914) 933-0064 Cell: (914) 216-8872 michael.frank@aquariuscapital.com

10) GABRIEL, ROEDER, SMITH & CO. Attn: Karen Brackeen	EMR	Sandra Montalvo	05/03/10	5605 n. MacArthur Blvd., Suite 870 Irving, Tx 75038-2631 Tel: 469-524-1803 Fax: 469-524-0003 Karen.brackeen@gabrielroeder.com
11) MILLER & NEWBERG INC. Attn: Donna K. Weninger	EMR	Sandra Montalvo	05/04/10	8717 W. 110th St., Suite 530 Overland Park, KS 66210 Tel: 913-393-2522 Fax: 913-393-2922 donna@miller-newberg.com
12) NYHART COMPANY Attn: Leanne Willett	EMR	Sandra Montalvo	05/05/10	Tel: 317-845-3513 Fax: 317-845-3655 8415 Allison Pointe Blvd., Suite Leanne.willett@nyhart.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

Revised 05/04/10

AI-21655 **25.A.8.**

Award of Bid - "Dead Body Pick-up and Transport Services
CC REGULAR

Date:	06/22/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of agreement to "Olga Amaro dba/Mortuary Transport Services" vendor meeting all specifications and subject to outcome of background checks to be conducted through the District Attorney as stated in procurement packet and contract documents as attached hereto for: Hidalgo County-"Dead Body Pick-up and Transport Services"-Project Number 2010-003-05-26-YZV.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available funds in the amount of $513,399.77 as of 06/18/10.

Attachments

Link: Participation Log-Bid Tabulation and Dept. Recommendation

Link: Roy's Email

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 03:31 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:50 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2010 10:16 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Yolanda Velasquez Started On: 06/14/2010 02:48 PM

Final Approval Date: 06/18/2010

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Roy Cazares, DA
Personnel Director

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: June 1, 2010

Re: BID AWARD RECOMMENDATION REQUEST for HIDALGO COUNTY-DEAD BODY PICK-UP AND TRANSPORT SERVICES" BID Nº 2010-003-05-26-YZV

We received five (5) responses to the above mentioned project. Enclosed please find copies of bid responses along with bid tabulation sheet.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response Wednesday June 02, 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#: 0-1100-421-00-080-003-0-344

Award to Vendor(s)	Recommendation (Basis)
1. MORTUARY TRANSPORT SERVICES	1ST CHOICE - LOWEST BIDDER
2. ALL VALLEY MORTUARY TRANSPORT	2ND CHOICE - 2ND LOWEST BIDDER

If you should have any questions or need additional information please let me know.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	ROY CAZARES	6/3/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: MAY 26, 2010 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "DEAD BODY PICK-UP AND TRANSPORT SERVICES"

BID NO: 2010-003-05-26-YZV | **BUYER:** Yolanda Velasquez

BID Nº	NAME OF COMPANY	ACKNOWLEDGE	Cost for transporting one (1) body from locations within Hidalgo County to the Hidalgo County Facility **with** body bag	Cost for transporting one (1) body from locations within Hidalgo County to the Hidalgo County Facility **without** body bag (County supplies bag).
#1	**Mortuary Transport Services Hidalgo, Texas**	√	**$75.00**	**$55.00**
#2	**RGV Transport Services McAllen, Texas**	√	**$80.00**	**$60.00**
#3	**All Valley Mortuary Transport Edinburg, Texas**	√	**$75.00**	**$65.00**
#4	**Ceballos Funeral Home, Inc. McAllen, Texas**	√	**$110.00**	**$90.00**
#5	**Lord & I Co. Mission, Texas**	√	**$121.00**	**$100.00**
#6				
#7				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RQ

BID OPENING DATE: MAY 26, 2010 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "DEAD BODY PICKUP AND TRANSPORT SERVICES"-HIDALGO COUNTY

BID NO.: 2010-003-05-26-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
Mortuary Transport Serv. Charlie	TR/EM	charlie_deleon32@yahoo.com	5/12/10	2200 N. Conway Mission, TX 78572 TEL: 739-5055
Flores Funeral Home Juan Lopez	TR/EM	floresfuneralhom@aol.com	5/12/10	219 S. Mayberry Mission, TX 78572 TEL: 331-4117
Sonny Gonzalez	TR/EM	Gonzalezsonny79@yahoo.com	5/12/10	All Valley Mortuary Trans. Ser 1206 Guadalupe Dr. Edinburg, TX 78539 TEL: 380-0497
Jose Hernandez	IP	Hernandez Transport	5/13/10	Tel 331-9293
Ceballos Funeral Home Lynda Ceballos	IP	ceballosfuneralhome@yahoo	5/14/10	1023 N 23rd McAllen TX 78501 682-3131
RGV Transport Serv.	2X TR/EM	rivera_funeral_home@yahoo.com ronrivera55@yahoo.com	5/17/10	1901 Pecan Tel 648-2648 McAllen, TX 78501

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

Yolanda Velasquez

From: Roy Cazares [roy.cazares@da.co.hidalgo.tx.us]
Sent: Thursday, June 17, 2010 2:26 PM
To: 'Yolanda Velasquez'
Subject: RE: RFB 2010-003

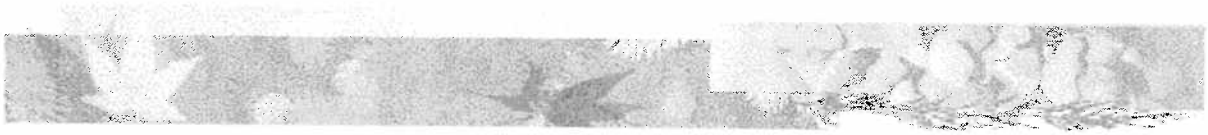
Yolanda,

Before we can do a background check a contract would need to be in place.

Roy Cazares
Personnel Director
Hidalgo County District Attorney's Office
100 N. Closner, Room 303
Edinburg, TX 78539
(956) 318-2300 Ext. 758
Fax (956) 318-2078

roy.cazares@da.co.hidalgo.tx.us

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, June 17, 2010 1:29 PM
To: roy.cazares@da.co.hidalgo.tx.us
Subject: RFB 2010-003



Good afternoon Mr. Cazares

I believe we had already discussed this but let me ask you again...On the Background checks for the "Dead Body Pick-up and Transport Services" are we suppose to do the background checks before or after bid award? On our previous conversation you had said that it could be done after bid award.

Ms. Marty was asking about this before proceeding any further with Agenda.

Please advise

Yolanda Z. Velasquez, Buyer II
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881

THE STATE OF TEXAS §
§
COUNTY OF HIDLGO §

SERVICE CONTRACT
C-10-003-06-22

THIS CONTRACT is made and entered into this **22nd** Day of **June, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Olga L. Amaro dba Mortuary Transport Service,** ("Company").

WHEREAS, County requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed; and

WHEREAS, the provision of dead body pickup services may, under Texas law, be provide to Service Area by Company; and

WHEREAS, County has, on **June 22, 2010**, acting through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is willing to provide services in accordance with the specifications attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further

consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specification, described in Exhibit "A" and "B", within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Company also agrees to respond to any call within thirty (30) minutes of telephone notification.

3. This Contract shall be for a period beginning **June 22, 2010** and ending **June 21, 2012** (the "Termination Date. Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and condition and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, as may from time to time be amended.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Olga L. Amaro dba Mortuary Transport Services** **3402 Huisache Avenue** **Hidalgo, Texas 78557**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon sixty (60) days written

notice by County.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY: Olga L. Amaro dba Mortuary Transport Services

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT: **JUNE 22, 2010**

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County

"DEAD BODY PICK-UP AND TRANSPORT SERVICES"

Bid Nº 2010-003-05-26-YZV

Bid Opening Date: May 26, 2010 at 9:30 a.m.

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Bid Specifications consisting of 3 pages.
4. Exhibit "B" Bid Page consisting of 1 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application and W-9 Form consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 page.
9. Draft Service Contract consisting of 8 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing Department by calling (956) 318-2626, advise of missing documentation and Purchasing will forward information either through facsimile or by U.S. Mai.

Thank you

Martha L Salazar — 5-12-2010

Martha L. Salazar, CPPB
Purchasing Agent

Date

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

PURCHASING DEPARTMENT
County Of Hidalgo

May 10, 2010

RE: Request for Bids – **""DEAD BODY PICK-UP AND TRANSPORT SERVICES"**

Hidalgo County

Bid № 2010-003-05-26-YZV

Dear Sir/Madam:

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

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

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

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

Bid No: 2010-003--05-26	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"DEAD BODY PICK-UP AND TRANSPORT SERVICES"

BID OPENING DATE

MAY 26, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2010-003-05-26-YZV**

1. Sealed bids will be received for **"Dead Body Pick-up and Transport Services-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-003-05-26-YZV-Dead Body Pick-up and Transport Services – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, 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-2010-003-05-26-YZV-RFB-Dead Body Pick-up and Transport Services – Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

14. 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 - **"Dead Body Pick-up and Transport Services -Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MAY 26, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

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

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

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

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

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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

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

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
"Dead Body Pick-up and Transport Services"
BID NO.: 2010-003-05-26-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
SPECIFICATIONS
"Dead Body Pickup and Transport Services- Hidalgo County"
RFB No. 2010-003-05-26-YZV

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the Hidalgo County Morgue Facility at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

A. Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are not acceptable. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.

B. Background Check on all personnel to include driving history utilizing the Texas Department of State Health Service criteria for criminal background checks on EMT/Paramedic personnel require fingerprints through the Fingerprint Applicant Service of Texas (FAST) for Texas/FBI criminal history check.

C. Transportation of decedent from place of death to the Hidalgo County morgue facility. This includes bodies for autopsy, toxicology only, inquest only and hold only cases. All are to be transported directly to the morgue facility with all paper work.

D. From 6:00 PM to 8:00 AM M-F, on weekends and government holidays, the transport service will log the decedent into the facility, place the decedent in cooler and fax the investigative information sheet, other paperwork and the JP order for autopsy to the contracted forensic pathology service. An investigative information sheet will be filled out by the investigating officer at the scene and transported with the body to the morgue facility.

E. Contractor must furnish all equipment required for transporting dead human bodies, i.e., plastic rip lock seal for bag (estimated cost $0.18 each), gurney, cot, flat white sheet (around body), body identification tag or bracelet and stretcher. Body bag will be provided by Hidalgo County and used on each body transported to the County morgue facility.

F. The contractor will be on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, and will be available to respond within thirty (30) minutes of telephone notification. Decedents are to be directly transported to the morgue.

G. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials. Any change in telephone numbers will be forwarded to the County, all police/investigative agencies, hospitals, the County morgue facility and the contracted forensic pathologist when the change in number occurs

H. The contractor must provide and maintain a Surety Bond in the amount of $10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.

I. Contractor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the Contractor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

J. Contractor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).

TERMS AND CONDITIONS:

1. Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.

2. Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. Hidalgo County has the right to terminate this contract upon giving sixty (60) days written notice of cancellation.

5. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA BY NO LATER THAN 5:00 P.M. on E-MAIL yolanda.velasquez@co.hidalgo.tx.us Wednesday, MAY 19 00, 2010 to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, MAY 21, 2010.**

EXHIBIT "B"

BID PAGE

"DEAD BODY PICKUP AND TRANSPORT SERVICES"-HIDALGO COUNTY

RFB № 2010-003-05-26-YZV

Bid: Bidder agrees that bid submitted herein is for the initial two (2) year term and for an additional one (1) year extension, if Hidalgo County approves the exercise that option under the same rates, terms and conditions.

A. Cost for transporting one (1) body from locations within Hidalgo County to the Hidalgo County Facility **with** body bag	$_____per body **with** body bag
A. Cost for transporting one (1) body from locations within Hidalgo County to the Hidalgo County Facility **without** body bag (County supplies bag).	$_____per body **without** body bag.

List Vehicles to be used for transport: List by Year, Make, Model and VIN

Vehicles to be used for transport	Year	Make	Model	VIN
1.				
2.				
3.				
4.				

Bidder/Company Name:_____

Address:_____

City/State/Zip Code:_____

Phone №:(___)_____ Fax №:(___)_____

Cell №: (___)_____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 E[illegible]ON 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	$
					IRE DAMAGE (Any one fire)	$
					M D (Any one person)	$
					PE[illegible] ADV INJURY	$
					[illegible] AGGREGATE	$
					[illegible]UCTS - COMP/OP [illegible]G	$
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 ☐ CLA[illegible]E ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT[illegible]**				WC STATU[illegible] ☐ 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 onginally 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.

THE STATE OF TEXAS §
§
COUNTY OF HIDLGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this _____ Day of _____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, ("Company").

WHEREAS, Company requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed; and

WHEREAS, the provision of dead body pickup services may, under Texas law, be provide to Service Area by a County; and

WHEREAS, County has, on _____, acting through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is willing to provide services in accordance with the specifications attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS. in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further

consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specification, described in Exhibit "A" and "B", within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Company also agrees to respond to any call within thirty (30) minutes of telephone notification.

3. This Contract shall be for a period beginning _____, 2010 and ending _____, 2012 (the "Termination Date. Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and condition and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, as may from time to time be amended.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon sixty (60) days written

notice by County.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET



EXHIBIT "B"
VENDOR'S BID



EXHIBIT "C"
INSURANCE REQUIREMENTS



EXHIBIT "B"
VENDOR'S BID

such rights as they may have to the proceeds of such insurance. Contractor shall require similar waivers in favor of Hidalgo County and Contractor by subcontractor.

The "Client" understands that this agreement is made with respect to a business relationship, and that this agreement shall govern all communications between the above parties during the period from the effective date of this agreement and until either party receives from the other written notice of termination of contract by personal delivery when delivered personally, by overnight courier upon written verification of receipt, by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission, or by certified or registered mail, return receipt requested, upon verification of receipt.

OPENED
9:52 a.m.
5/26/10
Witnesse

Company Compensation:

-Basic Transport (per body) - $ 55.00

Transports (one-way) within Hidalgo County

And $3.00/mile out side county bounty lines.

-Transport with Body Bag (per body) $75.00

This agreement may not be changed without the expressed written consent of the "Company."

In witness whereof, the "Client" and the "Company" have executed this agreement as of the date recorded below.

Olga Amaro, Owner of Company — 5-26-10 Date

Carlos De Leon, Provisional Funeral Director
Director of Operations — 5/26/10 Date

EXHIBIT "C"
INSURANCE REQUIREMENTS

AI-21675 **25.B.1.**

Work Authorizations #3, 4, & 5 - Dos Land Surveying-Precinct #1
CC REGULAR

Date:	06/22/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Acceptance and approval of Work Authorizations #3, 4 & 5 for "Professional Surveying Services" with Dos Land Surveying in Hidalgo County Precinct No.1 in connection with Contract #C-09-420-10-20, contracted firm for the provision of surveying services on an on-call basis as follow;

a. Work Authorization #3: Olivares #10-Luna & Hernandez Street-$8,854.00;
b. Work Authorization #4: Mile 13N from FM 88 to Mile 6W- $12,550.80;
c. Work Authorization #5: Colonia Whalen Road-$7,512.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 6-18-10 $19,093.60.

WA #3 is for $8,854.00; WA #4 is for $12,550.80; and WA #5 is for $7,512.00

Additional funding is pending appropriation of funds in the amount of $9,823.20 to cover WA's. Please refer to AI #21736 CC 6-22-10, regular agenda.

Funds available in Co. Wide R & B fund balance (1200) as of 6-18-10.

Attachments

Link: Work Authorization #3
Link: Work Authorization #4
Link: Work Authorization #5
Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	06/17/2010 02:01 PM	APRV
2	Budget & Management	Angela Garcia	06/17/2010 02:33 PM	APRV
3	Purchasing Department	Marty Salazar	06/17/2010 03:31 PM	APRV
4	Auditor's Office	Angela Garcia	06/18/2010 08:02 AM	APRV
5	Budget & Management	Erika Zamora	06/18/2010 08:05 AM	APRV
6	Ivan Cantu	Ivan Cantu	06/18/2010 03:47 PM	APRV

Form Started By: Vangie Garcia Started On: 06/15/2010 04:43 PM

Final Approval Date: 06/18/2010

HIDALGO COUNTY

Professional Surveying Services

Contract #C-09-420-10-20

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, DOS LAND SURVEYING, LLC, professional surveyor of Weslaco, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide surveying services as it pertains to the following:

1. Olivares #10 - Luna & Hernandez Street

The scope of services to be provided by the **Surveyor** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $8,854.00.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.3 shall be funded through funding source:
Account No. 2010-1200-431-00-121-005-0-339
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 .

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. 1 Commissioner A. C. Cuellar Jr. as to content and detail of this Work Authorization No. # 3.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1

BY: _____
A. C. Cuellar Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on June 22, 2010 as indicated below and effective as of 22nd day of June, 2010.

THE SURVEYOR:
DOS LAND SURVEYING, LLC

BY:_____
Eric C. Ybarra

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

ATTACHMENT "B"
Payment / Fee Schedule

A. Olivares # 10 – Luna & Hernandez Street

Topographical and right-of-way survey services on Luna Street (approximately 600') and Hernandez Street (approximately 900').

Total : $8,854.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/5/2009

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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
DOS Land Surveying

212 W. Third St.
Weslaco, TX 77596

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Insurance	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Hartford Insurance	
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	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	61UECKO4005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	[X] WC STATU-TORY LIMITS [ ] 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
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate is issue as a matter of information only and confers no rights upon the certificate holder. The certificate does not amend, extend or alter the coverage afforded by the policy (ies).

CERTIFICATE HOLDER

County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78540

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 Ron Robertson

ACORD 25 (2001/08)

© 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

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

HIDALGO COUNTY

Professional Surveying Services

Contract #C-09-420-10-20

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, DOS LAND SURVEYING, LLC, professional surveyor of Weslaco, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide surveying services as it pertains to the following:

1. Mile 13 North from FM 88 to Mile 6 West

The scope of services to be provided by the **Surveyor** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $12,550.80.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.4 shall be funded through funding source:
Account No. 2010-1200-431-00-121-005-0-339
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 .

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. 1 Commissioner A. C. Cuellar Jr. as to content and detail of this Work Authorization No. # 4.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1

BY: _____
A. C. Cuellar Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on June 22, 2010 as indicated below and effective as of 22nd day of June, 2010.

THE SURVEYOR:
DOS LAND SURVEYING, LLC

BY:_____
Eric C. Ybarra

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

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Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

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Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

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A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

ATTACHMENT "B"
Payment / Fee Schedule

A. Mile 13 North – from FM 88 to Mile 6 West

Topographical and right-of-way survey services on Mile 13 North from FM 88 to Mile 6 West (approximately 1.2 miles).

Total : $12,550.80

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/5/2009

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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INSURED
DOS Land Surveying

212 W. Third St.
Weslaco, TX 77596

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Insurance	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Hartford Insurance	
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	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	61UECKO4005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	[X] WC STATU-TORY LIMITS [ ] 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
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate is issue as a matter of information only and confers no rights upon the certificate holder. The certificate does not amend, extend or alter the coverage afforded by the policy (ies).

CERTIFICATE HOLDER

County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78540

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 Ron Robertson

ACORD 25 (2001/08)

© 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

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

HIDALGO COUNTY

Professional Surveying Services

Contract #C-09-420-10-20

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, DOS LAND SURVEYING, LLC, professional surveyor of Weslaco, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide surveying services as it pertains to the following:

1. Colonia Whalen Road

The scope of services to be provided by the **Surveyor** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $7,512.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.5 shall be funded through funding source:
Account No. 2010-1200-431-00-121-005-0-339
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 .

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. 1 Commissioner A. C. Cuellar Jr. as to content and detail of this Work Authorization No. # 5.

HIDALGO COUNTY
COMMISSIONER PRECINCTNO. 1

BY: _____
A. C. Cuellar Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on June 22, 2010 as indicated below and effective as of 22nd day of June, 2010.

THE SURVEYOR:
DOS LAND SURVEYING, LLC

BY:_____
Eric C. Ybarra

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

Boundary Surveys

A survey preformed for the purpose of locating and marking property corners, boundary lines and/or easements of a given parcel of land. This involves record and field research, measurements, and computations to establish boundary lines in conformance with the rules and regulations of the Texas Board of Professional Land Surveying.

Parcel Plats for Right-of-Way Acquisitions

A boundary survey prepared that creates a new parcel of land for the purpose of acquiring new right-of-way for roadways or utility easements. The survey is usually taken from a larger parent tract of land. A metes and bounds description is prepared along with the survey plat.

Control Surveys

A survey preformed for determining precise locations of horizontal and vertical control points for use in boundary determination, aerial photographs, topographical surveys, construction staking and related purposes. Horizontal coordinates are derived using the latest in GPS equipment. Vertical locations are derived using state of the art digital levels and are based on existing published benchmarks.

Construction Surveys

Construction staking to establish the correct location of proposed structures as shown on improvement plans for construction of roads, parking lots, pipelines, buildings, etc.

Topographical Surveys

A survey locating topographic features - natural and man-made - such as buildings, improvements, fences, elevations, trees, streams, roadways, contours of the land, etc. This type of survey may be required by a governmental agency, or may be used by engineers and/or architects for design of improvements or developments on a site and also may include a boundary survey.

As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

ATTACHMENT "B"
Payment / Fee Schedule

A. Colonia Whalen Road

Right-of-Way survey and Metes & Bounds description for Church Street in Colonia Whalen Road.

Total : $7,512.00

Evangelina Garcia

From: Raul Lozano [raul.lozano@hidalgocountyjudge.com]
Sent: Thursday, June 17, 2010 1:56 PM
To: evangelina.garcia@co.hidalgo.tx.us
Subject: FW: WA#5 - Engleman No. 2
Attachments: image003.jpg; image001.jpg; WA 5 ATTACHMENT A.doc; WA 5 ATTACHMENT B.doc; WORK AUTHORIZATION #5 Colonia Whalen Road.doc

Vangie, as per Raul, attached is work authorization #5 - can you please add this to the agenda.

Let me know if you need anything else.

Mari

From: Michael Wood [mailto:michaelwood@doslandsurveying.com]
Sent: Thu 6/17/2010 11:06 AM
To: raul.lozano@co.hidalgo.tx.us
Subject: FW: WA#5 - Engleman No. 2

Mr. Lozano,

Attached is Work Authorization # 5 for Colonia Whalen Road.

Thanks,

R. Michael Wood
Registered Professional Land Surveyor
TX RPLS No. 5974, MS PLS No. 2949
Survey Manager
Dos Land Surveying, LLC
212 W. 3rd St.
Weslaco, TX 78249
(956) 968-8800 (office)
(956) 246-0064 (cell)
(956) 447-8194 (fax)

From: Michael Wood [mailto:michaelwood@doslandsurveying.com]
Sent: Thursday, June 17, 2010 10:01 AM
To: 'John Paul Lugo'
Subject: RE: WA#5 - Engleman No. 2

Mr. Lugo,

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-420-10-20

THIS AGREEMENT is made effective the **20th day of October, 2009**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **DOS LAND SURVEYING, a Limited Liability Corporation** ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"Professional Surveying Services For Precinct #1 Projects (on an on-call basis)"**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act", Government Code, the County requested proposals from Professional Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide surveying services within Hidalgo County Precinct No. 1, in Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services" to be Provided by the Surveyor. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

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 Surveyor will not begin work or incur costs until authorized in writing by the County

for each work order.

3. **Method of Payment.** Payments to the **Surveyor** 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 **Paragraph 4** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** 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 **Surveyor** 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 **Surveyor** shall submit to the **County** 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 **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Work Authorization**(s) approved by the **County.**

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County,** the **County** shall pay to the **Surveyor** the amount due (**"Final**

Payment") under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

(1) The **Surveyor** 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 **Surveyor'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 **Surveyor's** services which were performed in accordance with this Agreement.

(3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor;**

(4) If the **County,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of the **Project.** (2) failure of the **Surveyor '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 **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment**.

4. **Work Authorization**. After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in **EXHIBIT "A",** attached hereto, in the form of individual work authorizations. Upon authorization from the **County,** the **Surveyor** 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 **County** and the **Surveyor**. 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 "B",** attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Surveyor** and approved by the **County** shall be used by the **County** 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 **Surveyor** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the

Surveyor 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 **Surveyor** and the **County.** The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Surveyor** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. 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. Surveyor 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 Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. **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 Surveyor, or a subcontractor, the Surveyor 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.

7. **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 Surveyor 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 Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor 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.

8. **Reporting**. The Surveyor 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.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor 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 Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Surveyor 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 Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor 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. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Surveyor 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 AC@, issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

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 Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor 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 Surveyor.

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 Surveyor, 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 Surveyor 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, Surveyor 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 Surveyor'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 Surveyor:
Dos Land Surveying
Attn: Eric Ybarra
P.O. Box 1300
2811 E. Mile 9 S.
Donna, Texas 78537

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 including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

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 Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON: 10/20/09

APPROVED AS TO FORM:
Atlas J Hall, LLP
By: _____

COUNTY OF HIDALGO, TEXAS
By: _____
Juan D. Salinas, III, County Judge

SURVEYOR:
Dos Land Surveying
By: _____
Printed Name: Eric Ybarra
Title: President

ATTEST:
_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT “A”
-Services to be Provided by Surveyor

EXHIBIT "A"

Services to be Provided by the Surveyor

Services and Capabilities of Dos Land Surveying:

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As-Built Surveys

A post-construction topographical survey which will include all structures and features of the property as well as all improvements that have been constructed.

EXHIBIT “B”
-Fee Schedule

EXHIBIT "B"

Dos Land Surveying

Contract Rate Schedule

Dos Land Surveying

LABOR:

Job Description	Contract Rate 2009	Contract Rate 2010	Contract Rate 2011	Contract Rate 2012	Contract Rate 2013	Contract Rate 2014	Contract Rate 2015
Surveying							
Reg. Public Land Surveyor	$168.00	$176.40	$185.22	$194.48	$204.21	$214.42	$225.14
Party Chief	$126.00	$132.30	$138.92	$145.86	$153.15	$160.81	$168.85
Survey Crew (2 person)	$117.97	$123.87	$130.06	$136.57	$143.39	$150.56	$158.09
Survey Crew (3 person)	$140.02	$147.02	$154.37	$162.09	$170.20	$178.70	$187.64
Survey Technician	$68.20	$71.61	$75.19	$78.95	$82.90	$87.04	$91.39
CADD	$81.90	$86.00	$90.29	$94.81	$99.55	$104.53	$109.75
Secretary	$57.75	$60.64	$63.67	$66.85	$70.20	$73.71	$77.39

**These are the rates to be determined for each work authorization

NON-LABOR:***

Mileage	.60/mile
ATV	$100/day
Lodging (in state)	at cost
Materials (Rebar, misc)	$15/day
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$1.70/sq.ft.
Mylar Plots	1.60/sq.ft.

EXHIBIT "C"
-Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/5/2009

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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
DOS Land Surveying

212 W. Third St.
Weslaco, TX 77596

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Insurance	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Hartford Insurance	
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	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	61SWC 610489	06-09-09	06-09-10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	61UECK[illegible]005	08-8-09	08-8-10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001176767	02-10-09	02-10-10	X WC STATU-TORY LIMITS 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
D		OTHER Professional	61SWC 610489	06/09/09	06/09/10	$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate is issue 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 policy (ies).

CERTIFICATE HOLDER

County of Hidalgo
2802 S. Business Hwy 281
Edinburg, TX 78540

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 Ron Robertson

ACORD 25 (2001/08)

© 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

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "D"
-Work Authorization Form

HIDALGO COUNTY

Professional Surveying Services
Contract No. _____
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Firm's Name"**, professional Surveyor of _____, Texas, hereinafter called **"Surveyor".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide_____.

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Surveyor* 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 "B".**

PART 3. PAYMENT

Compensation and payment to the Surveyor 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.__ 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 upon completion of project.

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 the Hidalgo County Right of Way Department as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY PRECINCT NO. _____

BY: _____
Hidalgo County 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 _____, 2009.

THE SURVEYOR:
(NAME OF FIRM)

_____

THE OWNER:
HIDALGO COUNTY

_____

Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Surveyor
ATTACHMENT "D" - Work Authorization Form

AI-17965 **21.B.1.**

Surveying Contract Approval-Dos Land Surveying-Pct. 1
CC REGULAR

Date: 10/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for consideration, acceptance and approval of final contract document with Dos Land Surveying (authorized for negotiations by CC on 09/22/09) for the provision of surveying services for "Precinct #1 Projects" on an "On-Call" basis and through "Work Authorizations".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Dept. 121 obj. 339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Possible funding source obj. code will be 339 "Other Professional Svcs" on per project basis. Funding source object code may be subject to change depending on type of project/services.

Funding source to be determined once Work Authorizations are issued by vendor on a per project basis.

Please refer to attached expense report (obj. 339) for funding availability as of 10-15-09

Attachments

Link: Contract Documentation
Link: Pct. 1 Expense Report as of 10-15-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/15/2009 08:33 AM	APRV
2	Budget & Management	Erika Zamora	10/15/2009 08:38 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/15/2009 09:00 AM	APRV
4	Auditor's Office		10/16/2009 05:02 PM	NEW

Form Started By: Vangie Garcia Started On: 10/08/2009 04:46 PM
Final Approval Date: 10/16/2009

AI-21658 **25.C.1.**

Approval of ICA between City of Alamo and County of Hidalgo for Tower Rd (Moore South to El Gato) Road Project

CC REGULAR

Date:	06/22/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Sub-category:	Prct. 2

Information

CAPTION

a. Approval of Interlocal Cooperation Agreement Project - South Tower Road from El Gato Road Improvement Project.

b. Approval of Interlocal Cooperation Agreement between the City of Alamo and County of Hidalgo for the extension of the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-027-0-731

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

BUDGETARY IMPACT:

Funding available in the amount of $277,201.82 as of 06/15/2010.

*as per ICA, City of Alamo, will invoice County of Hidalgo, for $221,150.00 upon completion of additional work done to the project.

County shall be responsible for maintenance of the roadway within the County's jurisdiction.

Attachments

Link: ICA Agreement Project

Link: ICA

Link: EXHIBIT A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:25 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 01:29 PM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2010 01:15 PM	APRV

4	Auditor's Office	06/18/2010 05:33 PM	NEW
Form Started By: Yolanda Cisneros		Started On: 06/15/2010 10:47 AM	
Final Approval Date: 06/18/2010			

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct and/or improve a road located in the vicinity of South Tower Road from El Gato Road to the south (the "Project") through an Interlocal Cooperation Agreement to be entered into with the City of Alamo.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
§

COUNTY OF HIDALGO

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ALAMO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made on this the _____ day of _____, 2010, by and between the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo", 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, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, Alamo and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, Alamo has made road improvements to Tower Road from the north curb line of **Ridge Road** to the **north curb line** of **Moore Road** within its territorial jurisdiction (the "Tower Road Project or the "Project");

WHEREAS, the County desires to extend the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road. The total length of Project with curb & gutter to be approximately 2,787 LF and an additional 300 feet to be without curb & gutter. The curb and gutter to end 50 feet south of the south edge of El Gato Road, then from that point, the road will taper 300 feet in length south to the existing width of Tower Road (approx 20' to 24' in width). This 300' taper will not have curb & gutter. (the "AdditionalWork");

WHEREAS, Alamo desires to assist County in performing the Work as described herein;

WHEREAS, County and Alamo are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local government to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, Alamo and County, in consideration of the mutual covenants expressed herein agree as follows;

1. The County and the City agree for the City to provide all labor, materials and equipment necessary to extend the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road. The total length of Project with curb & gutter to be approximately 2,787 LF and an additional 300 feet to be without curb & gutter. The curb and gutter to end 50 feet south of the south edge of El Gato Road, then from that point, the Road will taper 300 feet in the length south to the existing width of Tower Road (approx 20' to 24' in width). This 300' taper will not have curb & gutter.

2. Alamo, at its sole cost and expense, shall be responsible for providing a new connection to an existing manhole, 70 feet of sanitary sewer line, trench protection and the re-compaction cost of the existing gravity sewer line, estimated to cost Seven Thousand Seven Hundred and Thirty Dollars and No. 100ths ($7,730.00).

3. County, at its sole cost and expense, shall be responsible for providing caliche on site, installing paving, converting type C inlets to type F and remove any existing caliche and asphalt from the site including the detour portion when it is no longer needed.

4. Upon completion of the Additional Work, Alamo shall invoice County for the amount of Two Hundred and Twenty One Thousand one Hundred and Fifty Dollars and No/100ths ($221,150.00) and County agrees to **pay** Alamo within thirty (30) days of receipt of such invoice.

5. Alamo agrees to release County from any and all liability which may arise due to the work described in the first numbered term of the agreement.

6. Upon completion of the work described in the first numbered term of the agreement. County shall be responsible for maintenance of the roadway which lies within the County's jurisdiction so long as such portion of the roadway remains within the County's jurisdiction.

7. **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 thee is any conflict between any 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.

8. **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.

9. **Entire Agreement.** This Agreement contains the entire contact 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 Alamo and County, and not otherwise.

10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. **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 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 Alamo:	City of Alamo, Texas Attention: Mayor Rudy Villarreal 420 N. Tower Road Alamo, Texas 78516
If to County:	Hidalgo County, Texas Attention : Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Hector Palacios Commissioner, Precinct No. 2 301 E. State Street Pharr, Texas 78577

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

12. **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.

13. **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.

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

15. **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 of paragraph hereof.

16. **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.

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

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

19. **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.

20. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "A" attached herein.

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

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, City Secretary

HIDALGO COUNTY

By: _____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

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

By:_____
Stephen L. Crain

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

REGISTRATION NUMBER F-1513
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: May 5, 2010 Sheet 1 of 1

Project: South Tower Road Paving Improvements

Location: Moore Road to El Gato Road

Owner: City of Alamo

Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E.,R.P.L.S.

BASIS OF ESTIMATE

_____ No Design Complete
__X__ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**Paving Improvements**				
	12" Caliche Base (Labor Only)	SY	18,000	4.00	72,000.00
	7" Caliche Base (Labor Only)	SY	3,000	3.00	9,000.00
	6" Subgrade Preparation	SY	19,500	1.00	19,500.00
	3% Lime Stabilization	SY	19,500	1.50	29,250.00
	18" Curb & Gutter	LF	6,000	6.00	36,000.00
	Remove & Haul Off Exist Asphalt & Caliche	SY	11,000	**To Be Done by County**	
	15.0' Detour Lane (1½" Hot Mix, 8" Caliche, Subgrade)	SY	4,400	6.00	26,400.00
	*Traffic Control	LS	1	5,000.00	5,000.00
	**Striping	LS	1	19,000.00	19,000.00
	Modify Type "CC" to Type "A" Inlet	EA	14	**To Be Done by County**	
	Construction Staking	LS	1	5,000.00	5,000.00
	TO BE PAID BY HIDALGO COUNTY PCT. NO. 2			**Subtotal:**	**$ 221,150.00**
	***Recompact Exist SS. Trough (8.0' Deep in 1.0' Lifts)	LF	650	7.00	4,550.00
	***Connect to Manhole @ Moore Road	EA	1	1,500.00	1,500.00
	***8" P.V.C. SDR-26	LF	70	21.00	1,470.00
	***Trench Safety Protection	LF	70	3.00	210.00
	TO BE PAID BY THE CITY OF ALAMO			**Subtotal:**	**$ 7,730.00**
			Total for Change Order:		**228,880.00**
	*Hot Mix by County, Caliche Material by County				
	**Reflecting Striping or Thermo Plastic				
	***Item to be paid by the City of Alamo				

AI-21687 **25.C.2.**

Requesting Approval to Execute Architectural Service Contract with ERO Architects for Pct 2 Area

CC REGULAR

Date:	06/22/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 2 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/02/09).

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Budget Funding Sources and Accounts Vary for all Precinct No.2 Area County Owned Buildings; accounts may include:
0-1100-452-00-122-008-0-334
0-1200-431-00-122-006-0-334

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 02:15 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:47 PM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2010 09:49 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Rocio Villarreal — Started On: 06/16/2010 01:36 PM

Final Approval Date: 06/18/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-103-06-22

THIS CONTRACT is made and entered into this 22nd day of June, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ERO International, LLP** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide on-call architectural services for **Precinct No. 2** for projects involving remodeling, alterations and repairs to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 2** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are necessary (the "Project" or "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the Project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall including but not be limited to: (1) fee structure for the Project; (2) services included in the basic fee; (3) amount of, or basis for, compensation of additional services (including additional services that may arise during the course of the project and cost of architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific Project, then the County may seek the services of other architects.

4. Architect 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.

5. This Contract shall be for a period beginning **June 22, 2010** and ending on **June 21, 2011,** unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect 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.

7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect 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 coverage and in the amounts described on the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Architect under this Contract. Said indemnity shall cover any act or failure to act by the Architect, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Architect, and

that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Architect:	ERO International, LLP Attn: Eli R. Ochoa, P.E., AIA 300 South 8th Street McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County with thirty (30) days written notice prior to cancellation.

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

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

17. **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 County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

WITNESS our hands in duplicate originals this ____ day of _____, **2010.**

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
ERO International, LLP

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: _____

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

By: _____
Stephen L. Crain

EXHIBIT "A"

Request for Qualifications (RFQ) for Architectural Services

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(including all funding sources, programs, and entities)
"ARCHITECTURAL SERVICES"
RFQ No: 2009-027-01-14-LRM

1. Request For Qualifications Letter, consisting of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, consisting of 8 pages.
4. Exhibit B, Evaluation Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
11. Documentation Required on Building & Road & Bridge Construction Projects, Attachment A, consisting of 1 page.
12. Professional Services Procurement Form, Attachment B, 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 23, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 23, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Architectural Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ No: 2009-027-01-14-LRM

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/lrm

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

1. **Sealed Statements of Qualifications** will be received for **"Architectural 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 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. 2009-027-01-14-LRM "Architectural Services-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 16, 2008. 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 laura.moya@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **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.

RFQ No: 2009-027-01-14-LRM	Buyer: Laura Renteria-Moya	Tel. No: (956) 292-7000 ext. 4860

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)

January 16, 2008

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

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 - **"Architectural 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 16, 2008**	
Award of Contract		, 200_
Commence Work or Deliver Products		, 200_

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
for
Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)
RFQ No: 2009-027-01-14-LRM

January 16, 2008

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:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects 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 Architects will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Architectural 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 14 , 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-027-01-14-LRM

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 laura.moya@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **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 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 architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects

- Projects located in this general region of the state

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 contract 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.

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 and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should add copies of their current insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be 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 state seal
2. History of architectural certification from the Texas Board of

Architectural Examiners.

3. General list of construction projects 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) 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."

1. Professional Qualifications of 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 various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (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

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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: 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 14, 2009.**
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

RFQ No. 2009-024-01-14-LRM

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. Professional Qualifications of 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 various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

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3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (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

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

Hidalgo County
ARCHITECTURAL SERVICES
RFQ No. 2009-024-01-14-LRM

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services (i.e Engineers, Architects)

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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

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 <u>must be presented</u> 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

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.

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					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

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

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 "ARCHITECTURAL SERVICES"

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 _____, 200__.

_____

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:

- 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

AI-21726 **25.C.3.**

Bid Award/Pct. 2-Alamo Rd. Crossing Drainage Improv. Proj. #10-178-06-09-MSS

CC REGULAR

Date: 06/22/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Recommendation by Raul E. Sesin, P.E., Hidalgo County Planning Department, to award to the vendor submitting lowest bid meeting all specifications for "ALamos Road Crossing Drainage Improvements" to Leal Construction, Inc.-$154,917.41 (which includes Base Bid of $81,142.11 & Adding Alternates No. 1-$26,380.90 and No. 2-$47,394.40) under #Bid No. 2010-178-06-09-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-733
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Transfer for CC 06/22/10 AI-21728

Attachments

Link: Bid Tab

Link: Award Recomm

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2010 11:55 AM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 01:07 PM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2010 04:12 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Moises Salazar Started On: 06/18/2010 09:55 AM

Final Approval Date: 06/18/2010

ALAMO ROAD CROSSING DRAINAGE IMPROVEMENTS PROJECT
BID NO. 2010-178-06-09-MSS
JUNE 9, 201O @ 9:30 A.M.

BASE BID ITEM	DESCRIPTION	ESTIMATED QUANTITY		LEAL CONSTRUCTION UNIT COST	LEAL CONSTRUCTION TOTAL	H20 CONSTRUCTION SERVICES UNIT COST	H20 CONSTRUCTION SERVICES TOTAL
1	5'X 4' Reinforced Concrete Box	127	LF	@ $ 186.16	= $ 23,642.32	$ 228.00	= $ 28,956.00
2	Precast or Cast in Place 5' x 8' Junction Box with Ring & Cover	2	EA	@ $ 4,880.29	= $ 9,760.58	$ 11,500.00	= $ 23,000.00
3	Traffic Control Plan	1	LS	@ $ 9,374.59	= $ 9,374.59	$ 7,800.00	= $ 7,800.00
4	Gravel Bedding for 5' x 4' Reinforced Concrete Box as per Plan	127	LF	@ $ 13.64	= $ 1,732.28	$ 45.00	= $ 5,715.00
5	Cement Stabilized Backfill as per Plan	127	LF	@ $ 16.25	= $ 2,063.75	$ 45.00	= $ 5,715.00
6	Temporary Asphalt Section for Traffic Control Plan (Both Sides)	1	LS	@ $ 4,834.37	= $ 4,834.37	$ 7,800.00	= $ 7,800.00
7	Trench Protecion	143	LF	@ $ 4.87	= $ 696.41	$ 10.00	= $ 1,430.00
8	3 1/2" HMAC Type "D" with Prime Coat	67	SY	@ $ 121.86	= $ 8,164.62	$ 50.74	= $ 3,399.58
9	13" Flex Base (Compacted) with 2% lime by Admixture Weight	67	SY	@ $ 87.04	= $ 5,831.68	$ 37.31	= $ 2,499.77
10	4" Yellow Center line, 4" White Edge line and Type IIAA Raised Pavement Markers	1	LS	@ $ 3,024.00	= $ 3,024.00	$ 4,500.00	= $ 4,500.00
11	1 1/2" Planing of Existing Asphalt Section	156	SY	@ $ 37.16	= $ 5,796.96	$ 16.02	= $ 2,499.12

ITEM	DESCRIPTION	ESTIMATED QUANTITY			LEAL CONSTRUCTION UNIT COST		LEAL CONSTRUCTION TOTAL	H20 CONSTRUCTION SERVICES UNIT COST		H20 CONSTRUCTION SERVICES TOTAL
12	72" Reinforced Concrete Pipe RJ CL III Storm Drain Pipe	16	LF	@	$ 155.21	=	$ 2,483.36	$ 350.00	=	$ 5,600.00
13	Gravel Bedding for 72" Reinforced Concrete Pipe as per Plan	16	LF	@	$ 23.82	=	$ 381.12	$ 62.50	=	$ 1,000.00
14	Remove and Replace 25 LF of 24" Pipe with 24" RCP RJ CL III and Safety Ends	1	EA	@	$ 938.24	=	$ 938.24	$ 2,500.00	=	$ 2,500.00
15	Remove and Replace 25 LF of 18" Pipe with with 18" RCP RJ CL III and Safety Ends	1	EA	@	$ 710.82	=	$ 710.82	$ 2,500.00	=	$ 2,500.00
16	Remove Temporary Asphalt Section and Re-grade Roadside Ditch (Both sides)	1	LS	@	$ 1,707.01	=	$ 1,707.01	$ 5,500.00	=	$ 5,500.00
					BASE BID TOTAL	=	**$ 81,142.11**		=	**$ 110,414.47**
ADD ALTERNATE NO. 1										
1	72" RCP RJ CL III Storm Drain Pipe	145	LF	@	$ 141.34	=	$ 20,494.30	$ 210.00	=	$ 30,450.00
2	Gravel Bedding as Per Plan	145	LF	@	$ 23.81	=	$ 3,452.45	$ 51.72	=	$ 7,499.40
3	6" Concrete Rip Rap	40	SY	@	$ 43.20	=	$ 1,728.00	$ 238.00	=	$ 9,520.00
4	Trench Protection	145	LF	@	$ 4.87	=	$ 706.15	$ 10.00	=	$ 1,450.00
					ADD ALTERNATE NO. 1 TOTAL	=	**$ 26,380.90**		=	**$ 48,919.40**

ADD ALTERNATE NO. 2

ITEM	DESCRIPTION	ESTIMATED QUANTITY		LEAL CONSTRUCTION UNIT COST	LEAL CONSTRUCTION TOTAL	H20 CONSTRUCTION SERVICES UNIT COST	H20 CONSTRUCTION SERVICES TOTAL
1	5'X2' Reinforced Concrete Box	160	LF	$ 176.40	$ 28,224.00	$ 183.00	$ 29,280.00
2	Gravel Bedding as Per Plan	160	LF	$ 23.82	$ 3,811.20	$ 51.72	$ 8,275.20
3	6" Concrete Rip Rap	80	SY	$ 43.20	$ 3,456.00	$ 238.00	$ 19,040.00
4	Trench Protection	160	LF	$ 4.87	$ 779.20	$ 10.00	$ 1,600.00
5	Concrete Sediment Catch Basin	1	EA	$ 11,124.00	$ 11,124.00	$ 18,000.00	$ 18,000.00
		ADD ALTERNATE NO. 2 TOTAL			**$ 47,394.40**		**$ 76,195.20**

ADD ALTERNATE NO. 3

1	Ditch Excavation with maintenance bench as per plans	570	LF	$ 52.60	$ 29,982.00	$ 15.00	$ 8,550.00
2	Irrigation line - 16" Steel Pipe Crossing with Pipe Beam, Concrete Pipe Support Collars, Steel Straps and 12" Square Pre-Cast Concrete Piling.	1	LS	$ 21,685.95	$ 21,685.95	$ 26,500.00	$ 26,500.00
		ADD ALTERNATE NO. 3 TOTAL			**$ 51,667.95**		**$ 35,050.00**

	LEAL CONSTRUCTION	H2O CONSTRUCTION
BASE BID TOTAL	$ 81,142.11	$ 110,414.47
ADD ALTERNATE 1 TOTAL	$ 26,380.90	$ 48,919.40
ADD ALTERNATE 2 TOTAL	$ 47,394.40	$ 76,195.20
ADD ALTERNATE 3 TOTAL	$ 51,667.95	$ 35,050.00
GRAND TOTAL	**$ 206,585.36**	**$ 270,579.07**

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

June 15, 2010

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

Re: Alamo Road Drainage Improvements Project
Bid No. 2010-178-06-09-MSS

Dear Commissioner Palacios;

Bids were received and opened for the Alamo Road Crossing Drainage Improvements Project Bid No. 2010-178-06-09-MSS on June 09, 2010. A total of two bids were received with Leal Construction, Inc. being the low bidder with a base bid of $81,142.11, Add Alternate No. 1 bid of $26,380.90, Add Alternate No. 2 bid of $47,394.40 and Add Alternate No. 3 bid of $51,667.95. Attached is a copy of the bid tabulation for your review.

This project involves the installation of a storm pipe system that will serve as an outfall for the Cesar Chavez Drain Drainage Improvement Project. Leal Construction, Inc. has constructed several projects within Hidalgo County. We recommend award of the contract to Leal Construction, Inc. for the Base Bid, Add Alternate No. 1, and Add Alternate No. 2 in the amount of $154,917.41.

If you have any questions or require further information, please feel free to contact me at your convenience.

HIDALGO COUNTY PLANNING DEPARTMENT

PE 06/15/10

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

AI-21698 **25.D.1.**

Request Exemption and Negotiation-Construction Material Testing-Precinct No 3 Projects

CC REGULAR

Date:	06/22/2010
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

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 Construction Materials Testing (Engineers) in connection with all Precinct #3 Projects;

1st._____;2nd._____;3rd._____;

c. Authority for the Purchasing Department to negotiate a professional Construction Materials Testing (Engineering Services) Contract with the No.1 ranked firm of _____ for the provision of Construction Materials Testing (Engineering Services) for all Precinct #3 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Construction Material Testing (Engineering Services) will be on an as needed basis for ALL Precinct #3 projects.
Available balance as of 6/18/10 is $225,238.22.

Attachments

Link: Grid-Pct 3

Link: E-Mail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 02:25 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:48 PM	APRV

3	Perla Lopez	Perla Lopez	06/18/2010 10:21 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Darlene Betancourt

Started On: 06/16/2010 03:51 PM

Final Approval Date: 06/18/2010

HIDALGO COUNTY PRECINCT NO 3
FOR

CONSTRUCTION MATERIALS TESTING
FOR PRECINCT NO. 3 PROJECTS

Scoring & Evaluation GRID

Total Scores	L&G Engineering	Professional Services Inc (PSI)	Millenium Engineering Group
Scores	100	96	92
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 3

From: Rocio Villarreal
To: "Darlene Betancourt"
Subject: FW: Construction Material Testing Rating Sheet
Date: Wednesday, June 16, 2010 3:15:32 PM
Attachments: Scoring Sheets.pdf
ROCIO VILLARREAL.vcf

Darlene:

At this time who will be taking care of this agenda request?



From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Wednesday, June 16, 2010 3:11 PM
To: 'Rocio Villarreal'; darlene.betancourt@co.hidalgo.tx.us
Subject: FW: Construction Material Testing Rating Sheet

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Tuesday, June 15, 2010 3:04 PM
To: 'Nielda Cavazos'
Subject: Construction Material Testing Rating Sheet

Nielda,

Attached are the rating sheets for Construction Material Testing for all Precinct #3 Projects. Account number 0-1200-431-00-123-005-0-731 and all other funding programs.

Thanks.

AI-21703 **25.D.2.**

Requesting Approval to Execute Architectural Service Contract with ERO Architects for Pct 3 Area

CC REGULAR

Date:	06/22/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting approval of a professional architectural services contract with ERO International, LLP for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/02/09).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Services are on an as needed basis and funds will be determined and appropriated as Work Authorizations are issued.

Attachments

Link: Contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 02:27 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:49 PM	APRV
3	Perla Lopez	Perla Lopez	06/18/2010 10:25 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/16/2010 04:20 PM

Final Approval Date: 06/18/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-102-06-22

THIS CONTRACT is made and entered into this 22nd day of June , **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ERO International, LLP** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide on-call architectural services for **Precinct No. 3** for projects involving remodeling, alterations and repairs to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Services; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 3** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are necessary (the "Project" or "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Architect hereby promises to review the Project as presented by County (on a per-project basis) and to submit to County within fourteen (14) days of receipt of the specifications (the "Specifictions"), a proposal. The proposal shall including but not be limited to: (1) fee structure for the Project; (2) services included in the basic fee; (3) amount of, or basis for, compensation of additional services (including additional services that may arise during the course of the project and cost of architect's consultants); and (4) cost for reimbursables (collectively the "Architect's Proposal");

3. County shall enter into negotiations with the Architect regarding the Architect's Proposal for the Services and should the parties reach an agreement, then the parties shall enter into an additional contract, specifically the AIA B101-2007 (as modified by County" and AIA A 201-2007 (as modified by County), in order to detail the Architect's and County's duties and responsibilities. However, if the parties are unsuccessful at reaching an agreement for any specific Project, then the County may seek the services of other architects.

4. Architect 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.

5. This Contract shall be for a period beginning **June 22, 2010** and ending on **June 21, 2011,** unless this Contract is terminated pursuant to the provisions herein.

6. As a condition of this Contract, Architect 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.

7. All trucks or vehicles operated by the Archtiect 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 Architect 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.

8. Architect 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 coverage and in the amounts described on the Specifications and shall furnish to County certificates of such insurance coverage in the Architect's Proposal.

9. Architect shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Architect under this Contract. Said indemnity shall cover any act or failure to act by the Architect, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Architect, and

that Architect is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Architect: ERO International, LLP
Attn: Eli R. Ochoa, P.E., AIA
300 South 8th Street
McAllen, Texas 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to the Architect will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of Services or (c) terminated without cause by County with thirty (30) days written notice prior to cancellation.

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

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

17. **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 County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to Architect. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

WITNESS our hands in duplicate originals this ____ day of _____, **2010.**

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
ERO International, LLP

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: _____

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

By: _____
Stephen L. Crain

EXHIBIT "A"

Request for Qualifications (RFQ) for Architectural Services

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(including all funding sources, programs, and entities)
"ARCHITECTURAL SERVICES"
RFQ No: 2009-027-01-14-LRM

1. Request For Qualifications Letter, consisting of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, consisting of 8 pages.
4. Exhibit B, Evaluation Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
11. Documentation Required on Building & Road & Bridge Construction Projects, Attachment A, consisting of 1 page.
12. Professional Services Procurement Form, Attachment B, 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 23, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 23, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Architectural Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ No: 2009-027-01-14-LRM

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/lrm

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

1. **Sealed Statements of Qualifications** will be received for **"Architectural 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 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. 2009-027-01-14-LRM "Architectural Services-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 16, 2008. 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 laura.moya@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **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.

RFQ No: 2009-027-01-14-LRM	Buyer: Laura Renteria-Moya	Tel. No: (956) 292-7000 ext. 4860

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)

January 16, 2008

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

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 - **"Architectural 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 16 , 2008**	
Award of Contract		, 200_
Commence Work or Deliver Products		, 200_

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
for
Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)
RFQ No: 2009-027-01-14-LRM

January 16, 2008

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:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects 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 Architects will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Architectural 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 14 , 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-027-01-14-LRM

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 laura.moya@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **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 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 architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects

- Projects located in this general region of the state

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 contract 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.

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 and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should add copies of their current insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be 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 state seal
2. History of architectural certification from the Texas Board of

Architectural Examiners.

3. General list of construction projects 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) 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."

1. Professional Qualifications of 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 various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (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

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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: 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 14, 2009.**
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

RFQ No. 2009-024-01-14-LRM

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. Professional Qualifications of 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 various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

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3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

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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

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

Hidalgo County
ARCHITECTURAL SERVICES
RFQ No. 2009-024-01-14-LRM

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services (i.e Engineers, Architects)

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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

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

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.

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 THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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

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 "ARCHITECTURAL SERVICES"

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 _____, 200__.

_____

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 • 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.:** _____

Revised12/14/06

AI-21722 **25.D.3.**

City Permit -Pct. 3 Meeting Hall/Pavillion -City of Mission New Service Permit
CC REGULAR

Date:	06/22/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting approval to submit Application for Sewer Services with deposit and filing fees in the Amount of $160.00 for Hidalgo County -Precinct No. 3 New Meeting Hall/Pavilion, payable to: City of Mission with authority for County Auditor to complete review and processing procedures and for County Treasurer to issue payment with a manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-411

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

BUDGETARY IMPACT:

Available balance as of 6/18/10 is $84,391.96.

Attachments

Link: Permit Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2010 11:40 AM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 01:02 PM	APRV
3	Perla Lopez	Perla Lopez	06/18/2010 01:55 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Moises Salazar — Started On: 06/17/2010 03:34 PM

Final Approval Date: 06/18/2010

CITY OF MISSION WATER DEPARTMENT

Application for Service / Solicitud de Servicios

Attention: Request for service made after 3:00 PM will be processed the next business day.
Atencion: Solicitud de servicio despues de las 3:00 PM será procesado el proximo día de trabajo.

Effective Service Date / Fecha del Servicio: _____

Do You / Usted: _____ Own / Es Dueno _____ Rent / Es Rentero

Name on Account/ Nombre en la centua: Hidalgo County Pct 3 Meeting Hall/Constable

Service Address / Dirección del servicio: 734 N. Bluff Eagle

Mailing address / Dirección de correspondencia: Hidalgo County Facilities Management

City/Ciudad: Edinburg State/Estado: Texas Zip Code/Codigo postal: 78539

Driver's license # / Numero de identificacion: N/A

Home or cell phone # / numero de teléfono de casa o cellular: _____

Spouse or Authorized Person / Esposo(a) o Persona Autorizada: N/A

Work phone # / Teléfono del trabajo: 956-285-7850

Please check the following that apply to your request / Por favor de indicar lo que solicita:

✓ New Services / Servicios Nuevo

Have you previously had service with the City? / Ha tenido servicios con la ciudad anteriormente?

If yes where? / Si ha tenido, donde? 722, 724 & 730 Bluffeagle,

_____ Transfer service to another address / Transferir Servicios a otra dirección

Previous Account Number / Numero de Cuenta Anterior: _____

Type of Account / Tipo de Cuenta:

_____ Residential / Residencial — Is there a trash can? / Tiene bote de basura? Yes ✓ No ____

✓ Commercial / Comercial — Do you need a Dumpster? Yes ____ No ✓

All statements on this application are true and correct. Any information that is found to be incorrect or false, will result in the City not providing services until all information has been corrected. I also agree to pay any and all previous water/sewer/garbage/and other charges I have with the City before the City will provide water service under this application.
Toda la informacion contenida en esta applicacion es verdad y correcta. Calquier informacion que se encuentre ser incorecta o falsa, causara que la ciudad no me establesca servicios hasta que toda la informacion sea correjida. Estoy de acuerdo pagar todas las cuentas de agua/agua sanitaria/basura/y otros cargos anteriores que le deba a la ciudad antes de que la ciudad me establesca los servicios pedidos bajo esta applicasion.

_____ **Signature / Firma**

_____ **Date/Fecha**

OFFICE USE ONLY

Receipt #: _____ Work order#: _____ Date: _____

Clerk: _____ Dep. amount: _____ Acct. # _____

1201 E. 8TH St. Mission, TX 78572 (956) 580-8660 FAX (956) 580-8659

Jun 09 2010 8:29AM HP LASERJET FAX p.2

CITY OF MISSION WATER DEPARTMENT

Application for Service / Solicitud de Servicios

Attention: Request for service made after 3:00 PM will be processed the next business day.
Atencion: Solicitud de servicio despues de las 3:00 PM será procesado el proximo día de trabajo.

Effective Service Date / Fecha del Servicio: _____

Do You / Usted: _____ Own / Es Dueno _____ Rent / Es Rentero

Name on Account/ Nombre en la centua: _____

Service Address / Direccion del servicio:

CITY OF MISSION

"HOME OF THE GRAPEFRUIT"

FAX FOR YOU

DATE: 6/9/10

TO: Daniel Flores

COMPANY: Hidalgo County

FAX #: 318-2648

MESSAGE:

$150.00 Dep. Require $10.00 S.C

+ Application For Sewer

FROM: Mary Cruz mtr# 6792779

CITY OF MISSION, UTILITY BILLING & COLLECTION DEPT.

1201 E 8TH ST.
MISSION, TX 78572
580-8660 PH. / 580-8659 FAX

NUMBER OF PAGES
INCLUDING COVER SHEET

2

FACILITIES MANAGEMENT
County Of Hidalgo

To: Raymundo Eufracio, Hidalgo County Auditor

From: Daniel Flores, Facilities Management

Date: June 17, 2010

Ref: Manual Check

We are requesting a manual check to pay for the deposit and filling fees for Sewer services at the new Pct 3 Meeting Hall / Constables Office located at 734 N. Breyfogle in Mission, Tx
Therefore please make the check payable to City of Mission, Utility Billing & Collection Dept. 1201 E. 8TH St. Mission,Texas 78572

Application amount $ 150.00, filling fee $ 10.00, total amount being requested $ 160.00

Account number 0-1100-419-40-220-001-0-411

Thank you in advance for your attention to this matter if you have any questions regarding this matter, please call me @ 289-7855

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

AI-21705 **25.D.4.**

Requesting approval to execute contract with Quintanilla Headley and Assoc. for Pct 3

CC REGULAR

Date:	06/22/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of a professional survey contract/agreement for, "Precinct No. 3 Old Administration Office, Shop Complex and Fuel Yard", with Quintanilla Headley and Associates as authorized & approved for negotiations by CC on 03/30/10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-004-0-339

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

BUDGETARY IMPACT:

Available balance as of 6/18/10 is $7,500.00.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2010 12:22 PM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 01:01 PM	APRV
3	Perla Lopez	Perla Lopez	06/18/2010 02:18 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Rocio Villarreal Started On: 06/16/2010 04:27 PM

Final Approval Date: 06/18/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-10-161-06-22

THIS AGREEMENT is made effective the 22nd day of **June, 2010**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **Quintanilla, Headley and Associates, Inc.,** a Texas Corporation ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"Professional Surveying Services for Precinct No. 3 Old Administration Office, Shop Complex and Fuel Yard (on an on-call basis)"**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act", Government Code, the County requested proposals from Professional Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide surveying services within Hidalgo County **Precinct No. 3** in Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. Scope of Services. Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services" to be Provided by the Surveyor. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. Term. This Contract becomes effective when fully executed by both parties and will terminate the earlier of when the Services are completed and accepted by County one (1)

year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Method of Payment.** Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Surveyor** shall prepare and submit to the **County** 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 **Surveyor** 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 **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Exhibit "E".**

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County,** the **County** shall pay to the **Surveyor** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of

Paragraph 4 hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

(1) The **Surveyor** 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 **Surveyor'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 **Surveyor's** services which were performed in accordance with this Agreement.

(3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor;**

(4) If the **County,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of the **Project.** (2) failure of the **Surveyor '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 **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment**.

5. Compensation. For and in consideration of the services to be rendered by the **Surveyor**, the **Owner** shall compensate the Surveyor as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Surveyor**, as identified in Paragraph 1 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Surveyor** for ***Services*** will be in the amount of ($6,500.00) ***six thousand five hundred dollars and zero cents***, and it is subject to adjustment in accordance with Paragraph 3 herein, will be provided in **EXHIBIT E-** ***Fee Breakdown*** attached. Payments to the **Surveyor** for ***Services*** shall be made by the **Owner,** upon presentation by the **Surveyor** of the **Request for Payment**, in accordance with the terms and provisions of Paragraph 3 herein.

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. Surveyor 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 Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. 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 Surveyor, or a subcontractor, the Surveyor 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.

7. **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 Surveyor 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 Surveyor, the County shall require the Surveyor 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 Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "D", "Surveyor's Hourly Rates." 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.

8. **Reporting**. The Surveyor 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.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor 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 Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Surveyor 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 Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor 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. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor 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 AC@, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

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 Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor 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 Surveyor.

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 Surveyor, 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 Surveyor 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, Surveyor 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 Surveyor'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: **Hidago County Judge's Office**
Attn: Rene Ramirez, County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Surveyor: **Quintanilla, Headley and Associates**
Attn: Alfonso Quintanilla, P.E., R.P.L.S.
124 E. Stubbs
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 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 Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON:_____

APPROVED AS TO FORM:

By:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Rene A. Ramirez, County Judge

SURVEYOR:
COMPANY'S NAME

By:_____

Printed Name: _____

Title: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Expansion of Real Estate Surveyors -Pool"
RFQ No: 2010-012b-03-03-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 __6__ pages.**

4. **Exhibit B, Evaluation Criteria, consisting of __2__ 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

February 15, 2010
Date

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

PURCHASING DEPARTMENT
County Of Hidalgo

February 15, 2010

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Expansion of Real Estate Surveyors-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2010-012b-03-03-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

RFQ No: 2010-012b-03-03-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
EXPANSION OF REAL ESTATE SURVEYORS - POOL
(Including all funding sources, Programs, and Entities)

MARCH 03, 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 **"Expansion of Real Estate Surveyors 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. 2010-012b-03-03-otm "Expansion of Real Estate Surveyors 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, March 03, 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** Wednesday, **February 24, 2010** at 5:00 p.m. Responses will be sent to all applicants by Friday, **February 26, 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 - **"Expansion of Real Estate Surveyors 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.	**MARCH 03, 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
Expansion of Real Estate Surveyors Pool-Hidalgo County
(Including all funding sources, Programs, and Entities)
RFQ No: 2010-012b-03-03-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:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (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 Surveyors 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 **"Expansion of Real Estate Surveyors 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, March 03, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-012b-03-03-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 Wednesday, February 24, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, February 26, 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 Surveying Services:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey bench mark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.

5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited 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.

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.

G. Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance. liability, errors and omissions, insurance.

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 and certifications and assurance as required by FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The surveyor 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 Surveyor 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 Surveyor 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, March 03, 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"
EXPANSION OF REAL ESTATE SURVEYORS-POOL
RFQ No. 2010-012b-03-03-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"
EXPANSION OF REAL ESTATE SURVEYORS-POOL
RFQ No. 2010-012b-03-03-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.

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

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE
	GENERAL LIABILITY		
	AUTOMOBILE LIABILITY		
	GARAGE LIABILITY		
	EXCESS LIABILITY		
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		
	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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL 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

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

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 "EXPANSION OF REAL ESTATE SURVEYORS"

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 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:_____, 2010.

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 • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension 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 County

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

Hidalgo County Precinct No. 3
Old Administrative Office, Shop Complex and Fuel Yard
Surveying Contract

Legal Description: Lots 4 thru 19, Block 205, and Block 212, Original Townsite, Mission, Hidalgo County, Texas.

GENERAL

The Owner will provide to the Surveyor the following:

1. Provide the authorization to proceed with services
2. Payment for work performed by the Surveyor and accepted by the Owner in accordance with this Agreement.
3. Provide property deeds, title reports, and any available relevant data the Owner may have on file concerning the project.

EXHIBIT “B”
- Services to be Provided by Surveyor

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

Hidalgo County Precinct No. 3
Old Administrative Office, Shop Complex and Fuel Yard
Surveying Contract

Legal Description: Lots 4 thru 19, Block 205, and Block 212, Original Townsite, Mission, Hidalgo County, Texas.

1. Boundary and Improvement survey

2. Prepare survey plat

3. Prepare metes and bounds descriptions

EXHIBIT "C"
-Work Schedule

ATTACHMENT "C"

WORK SCHEDULE

Hidalgo County Precinct No. 3
Old Administrative Office, Shop Complex and Fuel Yard
Surveying Contract

Legal Description: Lots 4 thru 19, Block 205, and Block 212, Original Townsite, Mission, Hidalgo County, Texas.

The Surveyor shall provide the deliverables for this work as follows:

- 14 calendar from the date of the notice to proceed.

EXHIBIT D

-Surveyor's Hourly Rates

ATTACHMENT "D"

SURVEYOR'S HOURLY RATES

Hidalgo County Precinct No. 3
Old Administrative Office, Shop Complex and Fuel Yard
Surveying Contract

Legal Description: Lots 4 thru 19, Block 205, and Block 212, Original Townsite, Mission, Hidalgo County, Texas.

1. Registered Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

Exhibit “E”

Fee Breakdown Schedule

EXHIBIT "E"

FEE BREAKDOWN SCHEDULE

Hidalgo County Precinct No. 3
Old Administrative Office, Shop Complex and Fuel Yard
Surveying Contract

Legal Description: Lots 4 thru 19, Block 205, and Block 212, Original Townsite, Mission, Hidalgo County, Texas.

Surveying Fee: $ 6,500.00

Exhibit "F"

Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2009

PRODUCER
GREG KLEMENT
THE KLEMENT AGENCY
P O BOX 820
PROSPER TX 75078
(972) 562-7455

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
Quintanilla, Headley & Associates, Inc.
124 E. Stubbs Street
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: EVANSTON INSURANCE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY X CLAIMS MADE ___ OCCUR X Professional E&O GEN'L AGGREGATE LIMIT APPLIES PER X POLICY ___ PRO-JECT ___ LOC	R/AE816091	09/19/2009	09/19/2010	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ 1,000,000 PRODUCTS - COMP/OP AGG $
		AUTOMOBILE LIABILITY ___ ANY AUTO ___ ALL OWNED AUTOS ___ SCHEDULED AUTOS ___ HIRED AUTOS ___ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY ___ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
		EXCESS/UMBRELLA LIABILITY ___ OCCUR ___ CLAIMS MADE ___ DEDUCTIBLE ___ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS ___ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DEC 17 2009

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PROOF OF COVERAGE FOR BID

EDINBURG TX 78541

WHOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) Fax (956)292-7612 © ACORD CORPORATION 1988

Certificate of Insurance

This certifies that
- ☐ State Farm Fire and Casualty Company, Bloomington, Illinois
- ☐ State Farm General Insurance Company, Bloomington, Illinois
- ☐ State Farm Fire and Casualty Company, Aurora, Ontario
- ☐ State Farm Florida Insurance Company, Winter Haven, Florida
- ☒ State Farm Lloyds, Dallas, Texas

insures the following policyholder for the coverages indicated below

Policyholder: QUINTANILLA HEADLEY & ASSOCIATES INC
Address of policyholder: 124 E STUBBS ST, EDINBURG, TX 78539
Location of operations: 124 E STUBBS ST, EDINBURG, TX 78539
Description of operations: LAW FIRM

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)
	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
This insurance includes	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury			Each Occurrence $ General Aggregate $ Product - Completed Operations Aggregate $
Policy Number	**EXCESS LIABILITY**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)**
	☐ Umbrella ☐ Other			Each Occurrence $ Aggregate $
		Policy Period Effective Date	**Policy Period Expiration Date**	Part I - Workers Compensation - Statutory
90-BF-C134-1 F	Workers' Compensation and Employers Liability	10/11/2009	10/11/2010	Part II - Employers Liability Each Accident $ 500,000.00 Disease - Each Employee $ 500,000.00 Disease - Policy Limit $ 500,000.00
Policy Number	**Type of Insurance**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**Limits of Liability (at beginning of policy period)**

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

HIDALGO COUNTY

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder ____ days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT 10/12/2009

DEC 17 2009

Agent's Code Stamp
Agent Code 53-6720
AFO Code F116

108398.1.0 08.25.2009

AI-21701 **25.E.1.**

Pct 4-Prof Svc Agreement-MEG-"Construction Material Testing"-Paved/Unpaved Projects (on an as needed basis)

CC REGULAR

Date:	06/22/2010
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 engineering services agreement with MILLENNIUM ENGINEERS GROUP, INC. for the purposes of a professional engineering services for "Construction Material Testing" in connection to the "PAVED/UNPAVED PROJECTS" (on an as needed basis) for Hidalgo County Precinct #4 and subject to the completion of itemization of schedule of autos on submitted ACORD Certificate of Liability Insurance.

BACKGROUND

Contract Doc#C-10-111-06-22-MEG-Pct 4 (as approved by legal counsel as to form)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 6-18-10 $3,097.17
On an As Needed Basis.

Attachments

Link: Contract Doc#C-10-111-06-22-MEG-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2010 11:39 AM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 01:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 04:16 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Letty Saenz — Started On: 06/16/2010 04:12 PM

Final Approval Date: 06/18/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-10-111-06-22

THIS AGREEMENT is made effective the 22ND day of **June, 2010** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 4** and **Millennium Engineers Group, Inc.** of Edinburg, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing "Construction Materials Testing" (the "Services") for its **"Paved/Unpaved Projects" (on an as needed basis);**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. Term. This Agreement 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 Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization".

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. 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 for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. 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.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written aggreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

18. No Waiver. No waiver by County 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.

19. Entire Agreement. This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

20. Venue. 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.

21. Hold Harmless. In the event Laboratory 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, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, 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.

23. Notices. Expect 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 a 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 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Millennium Engineers Group, Inc. Attn: Mr. Raul Palma, P.E., President 705 Dawson Drive / P.O. Box 4569 Edinburg, Texas 78540-4569

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

24. Executions 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 Agreement.

25. Binding Agreement. 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.

26. Gender. 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.

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

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____, 2010.

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTIN G SERVICES"
RFQ NO: 2010-014-01-13-YZV

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 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", 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" Engin eering Laboratories- Schedule of Services and Related Fees and Laboratory Testing Unit Price Schedule, consisting of 4 pages.

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

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES" - RFQ No: 2010-014-01-13-YZV

Dear Respondent:

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/yzv

Enclosures

RFQ NO: 2010-014-01-13-YZV	BUYER: YOLANDA VELASQUEZ	TEL. NO: (956) 318-2626

(RFQ) REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-
"CONSTRUCTIO N MATERIALS TESTING SERVICES"

Acceptance Due Date: January 13, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

1. Sealed qualifications will be received for HIDALGO COUNTY –"CONSTRUCTION MATERIALS TESTING SERVICES", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer'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 – 2010-014-01-13-YZV - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 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 QUALIFICATION 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 QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

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

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

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Proposers shall acknowledge receipt of all addenda as a part of their qualification.

10. County reserves the right to accept or reject any or all qualifications.

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 qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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

15. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful proposer
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - HIDALGO COUNTY-"CON STRUCTION MATERIALS TESTING SERVICES"
   e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	JANUARY 13, 2010
Award of Contract	_____,2010
Commence Work or Deliver Products	_____,2010

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods 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 proposers 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 qualification, 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.~~

18. Ethical Standards:

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

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

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

19. Disclosure of Conflict of Interest

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

details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

20. If, during the life of any contract or qualification 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.

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

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

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

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful 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.

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

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

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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.

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

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

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

31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2010-014-01-13-YZV

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING SERVICES"

2010-014-01-13-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories 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 Independent Testing Laboratories 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 "Hidalgo County-Construction Materials Testing Services" (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: 2010-014-01-13-YZV

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 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)318-2629 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 04, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 06, 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 E) 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:
t 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 and two (2) CDs in PDF Format 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 independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract 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 five (5) pages.

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 and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:
a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services
c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

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'S 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."

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, 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. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) 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. Resumes 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 selection, 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.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

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 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

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 Construction Materials Testing 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 Construction Materials Testing 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) Attachment "A" 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's 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

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

"CONSTRUCTION MATERIALS TESTING SERVICES"

2010-014-01-13-YZV

EVALUATION CRITERIA
Exhibit "B"
Hidalgo County – "Construction Material Testing Services"
RFQ No 2010-014-01-13-YZV

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 (25)

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 (20)

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.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

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 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 (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)

EXHIBIT "B"
RFQ EVALUATION FORM – RFQ No.2010-014-01-13-YZV
HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"

Selection Criteria	Points	Score
1. Staffing of Project Team **(25)**		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL:**	
2. Experience of Project Team/Ability to Commit Resources **(20)**		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL:**	
3. Methodology **(20)**		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL:**	
4. Understanding of Project/Similar Projects **(25)**		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies	5	
➢ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	**TOTAL:**	
5. Familiarity with Applicable Rules and Regulations **(10)**		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
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.

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.

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 NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS MADE OCCUR				MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE $
	POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG $
B	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 EA ACC AUTO ONLY: AGG $
C	EXCESS LIABILITY				EACH OCCURRENCE $
	OCCUR CLAIMS MADE				AGGREGATE $
	DEDUCTIBLE				$
	RETENTION $				$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT $
					E.L. DISEASE - EA EMPLOYEE $
	OTHER				E.L. DISEASE - POLICY LIMIT $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of 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

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
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American
☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women
☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other
☐ More than 500,000 annual gross receipt

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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.

DRAFT

Attachment "A"

ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE SCHEDULE

******TO BE USED POST RANKING BY COMMISSIONERS COURT ONLY******
refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	$ _____ / Hour
02	Surveying and Sampling Soils for Highways	$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____ / Hour
04	HMA Level 1-A Certified Technician	$ _____ / Hour
05	HMA Level 1-B Certified Technician	$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____ / Hour
07	ACI Certified Field Grade II Technician	$ _____ / Hour
08	Geotechnical Engineer, P.E.	$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	$ _____ / Hour
11	Logger (In Conjunction with Engineer)	$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + ____%
15	Barge Mobilization and Rental	Cost + ____%
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	$ _____ / Foot
17	Borings in Soft Rock	$ _____ / Foot
18	Rock Coring	$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	$ _____ / Foot
20	Grout/ Bentonite Backfill	$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + ____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + ____%
24	All Other Outside Expenses	Cost + ____%

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NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + ____%
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40 Part II Sieves thru 200 Additional Sieves	$_____Ea $_____Ea $_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	 $_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry) Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea $_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

EXHIBIT A

-Scope of Services to be
Provided by the County

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be
Provided by the Laboratory

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities..

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

EXHIBIT C

-Laboratory's Contract Rates

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section	
Material Preparation Time	$40.00/hr
Atterberg Limits (ASTM or TxDOT)	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Percent Passing No. 200 Sieve	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor)	175.00/ea
ASTM D 1557 (Modified Proctor)	185.00/ea
Tex 113-E (TxDOT Proctor)	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method – (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small)	8.00/ea
Moisture Content of Aggregates and Base(Large)	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E)	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea
Extraction of Bituminous Mixture, Percent Asphalt & Gradation	225.00/ea
Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea)	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density)	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve	42.00

Concrete Section

Material Preparation Time	$43.00/hr
Slump Test (In conjunction with Inspection)	
ASTM C 143 or Tex 415-A	18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (416-A)	20.00/ea
Volumetric (414-A)	35.00/ea
Casting of Concrete Cylinders (In conjunction with Inspection)	10.00/ea
Concrete Cylinder Compressive Strength Test	16.00/ea
Strip & Hold Cylinder (In conjunction with pickup)	10.00/ea
Concrete Beam Flexure Strength Test	
6x6x22 (Minimum of 2) (Delivered to Lab)	30.00/ea
Strip & Hold Beam (In conjunction with pickup)	10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen	25.00/ea
Thickness of Cores	15.00/ea
Coring Rig	75.00/day
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material PreparationTime	$43.00/hr
Grout Prism (Compression)	20.00
Mortar Prism (Compression)	20.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet	$18.00/LF
In Soil, 50 – 100 feet	20.50/LF
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley)	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger	0.60/mile
Standby Time, Rig plus 2 man crew	200.00/hr
Monitor Well Installation	By Quote
Technician To Log Soil Test Boring	48.00/hr
Field Coordination	
Field Engineer	115.00/hr
Utility Clearance	65.00/hr
Flagman	40.00/hr
Per Diem (If required)	Cost + 15%
Unconfined Compression	40.00/ea
Moisture Content (Small)	8.00/ea
Grout Backfill	4.00/LF
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring	100.00/ea
Concrete/Asphalt Patch	75.00/ea

Technician Services

Engineering Technician Time (Min. 2 Hrs) Soil and Aggregate Sampling, Density Testing, Etc.	$40.00/hr
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs) Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	43.00/hr
Senior Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Construction Inspection Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Engineering Specialist Time (Min. 2 Hrs) Pier Inspection, Pile Load Inspections, etc.	65.00/hr
Certified Welding Inspector (Min. 4 Hrs)	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX)	$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office)	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports	30.00/ea
Clerical/Administrative	40.00/hr
Fax	1.00/page
Photocopies	
8 ½" x 11"	0.12/page
8 ½" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer	$125.00/hr

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	$65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

EXHIBIT D

-Work Authorization Form

EXHIBIT "D"
HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement #C-10-111-00-00
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 Laboratorys of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** 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 Laboratory 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.__ 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 upon completion of scopes of the work authorization or (DATE).

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.4, Commissioner, Oscar L. Garza, Jr., as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE)___ as indicated below and effective as of _____ day of _____, 2010.

THE LABORATORY:

_____
By:

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Laboratory of, _____ _____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **2010** concerning Laboratorying for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2010

PRODUCER Fax# Phone# 956-782-5566
Sergio Rodriguez
932-A W Nolana

Pharr, TX 78577

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: CNA	
INSURER B: Farmers Insurance Group	
INSURER C: The Hartford Insurance Company	
INSURER D:	
INSURER E:	

INSURED Fax# Phone#
Millennium Engineers Group, Inc.
705 Dawson Dr.

Edinburg, TX 78539

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 GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC	B2066374566	11/22/09	11/22/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ✓ SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	069384508	07/22/2009	07/22/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 300,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	72-WEC GY1 880	10/16/09	10/16/10	✓ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Fax# Phone#
HIDALGO COUNTY
2812 S BUSINESS HIGHWAY 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

ACORD 25 (2009/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2010

PRODUCER (201)262-1200 FAX: (201)262-7810
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

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
Millennium Engineers Group, Inc.
PO Box 4569

Edinburg TX 78540-4569

INSURERS AFFORDING COVERAGE — NAIC #
INSURER A: Beazley Insurance Company,
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
		GENERAL LIABILITY				EACH OCCURRENCE $
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $
		CLAIMS MADE OCCUR				MED EXP (Any one person) $
						PERSONAL & ADV INJURY $
						GENERAL AGGREGATE $
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG $
		POLICY PRO-JECT LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) $
		ANY AUTO				
		ALL OWNED AUTOS				BODILY INJURY (Per person) $
		SCHEDULED AUTOS				
		HIRED AUTOS				BODILY INJURY (Per accident) $
		NON-OWNED AUTOS				
						PROPERTY DAMAGE (Per accident) $
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $
						AGG $
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE $
		OCCUR CLAIMS MADE				AGGREGATE $
						$
		DEDUCTIBLE				$
		RETENTION $				$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)				E.L. EACH ACCIDENT $
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE $
						E.L. DISEASE - POLICY LIMIT $
A		OTHER Professional Liability	V15KG8090401	12/12/2009	12/12/2010	Per Claim Limit $1,000,000
						Aggregate Limit $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo 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 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
Timothy Esler/MICHEL

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AI-21706 **25.F.1.**

Clarification of Bid Award for Contraceptives

CC REGULAR

Date: 06/22/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Health & Human Services Dept.

Information

CAPTION

Restatement for clarification purposes with action if necessary inasmuch as court reporter minutes are not clear on Agenda Item 21514 presented/approved 6-15-10 award of Contraceptives to multiple vendors:
a. Prescription Supply, Inc. - under Option II -Contraceptives Low and High Dose Pills; and,
b. MAO Pharmacy, Inc., dba, Westwood Pharmacy - under Option II - Contraceptive Injection.

BACKGROUND

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 6-18-10 $ 4,329.20
Prog. 003 Available balance as of 6-18-10 $107,558.08

Attachments

Link: Contract-MAO Pharmacy dba Westwood Pharmacy
Link: Contract-Prescription Supply
Link: Recommendation Memo-participation-bid tab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 03:38 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:53 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 07:54 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Yolanda Velasquez Started On: 06/16/2010 04:29 PM
Final Approval Date: 06/18/2010

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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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 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 bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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)

AI-21667 **25.G.1.**

BCAP - Pct 1-Round III-Road & Drainage Construction for McKee Subdivision Award Recommendation

CC REGULAR

Date:	06/22/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Presentation and action on a recommendation by project engineer, TEDSI Infrastructure Group to award to the lowest bidder H2O Construction Services, Inc. in the amount of $117,805.55 meeting all specifications for: “Road & Drainage Construction for McKee Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-896-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report as of 6-15-10 for funding availability.

Attachments

Link: b tab sheet mckee

Link: c brkdown mckee 21667

Link: eng award recomnd mckee 21667

Link: txdot conc mckee 21667

Link: exp report mckee 21667

Link: ai request 21667

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:53 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 02:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/18/2010 04:43 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Yvette Islas Started On: 06/15/2010 02:05 PM

Final Approval Date: 06/18/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: May 12, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR MCKEE SUBDIVISION"

BID NO: CAP-10-177-05-12-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	H2O Construction Services Inc.	$117,805.55	Bid Bond Included
2.	Closner Construction Co.	$140,756.15	Bid Bond Included
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Colonia McKee
CSJ: 3C1080896
Cost Breakdown
Precinct 1

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		ROADWAY				
1	100	Preparing ROW	12.04	STA	$500.00	$6,020.00
2	164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	3937	SY	$0.15	$590.55
3	168	Vegetative Watering	197	MG	$10.00	$1,970.00
4	247	Flex Base (RD DEL) TY "E" GR4	3338	CY	$4.00	$13,352.00
5	251	Rewrk Base Mtrl (DC)(TY "D") (8")	3338	SY	$3.00	$10,014.00
6	310	Prime Coat (MC-30)	558	GAL	$4.00	$2,232.00
7	340	D-GR HMA (METH) TY-D SAC-B PG76-22	2788	SY	$8.00	$22,304.00
8	500	Mobilization	1	LS	$10,000.00	$10,000.00
9	502	Barricades, Signs and Traffic Handling	2	LS	$1,300.00	$2,600.00
10	666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	11	LF	$5.00	$55.00
11	666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	270	LF	$1.00	$270.00
12	666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	160	LF	$1.00	$160.00
13	666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	2444	LF	$2.00	$4,888.00
14	2500	EN-1 Treat (MIX EXST MATRL & NEW BASE (DC)(8")	3338	SY	$1.00	$3,338.00
15	2500	EN-1 Roadbond (0.0075 GAL/SY)	26	GAL	$100.00	$2,600.00
		SubTotal Base Bid				**$80,393.55**
		DRAINAGE				
1	506	TEMPORARY SEDIMENT CONTROL FENCE	80	SY	4	$320.00
2	506	TEMPORARY SEDIMENT CONTROL FENCE(REMOVE)	80	LF	2	$160.00
3	530	Driveways (Asphalt, Concrete, Pavement)	849	SY	$10.00	$8,490.00
4	530	Driveways (Concrete)	291	SY	$36.00	$10,476.00
5	556	8" ADS Corrugate Pipe	80	LF	$10.00	$800.00
6	556	15" RCP Culvert Pipe	830	LF	$18.00	$14,940.00
7	760	Clean and Reshape Ditches Road Side	2226	LF	$1.00	$2,226.00
		SubTotal Drainage				**$37,412.00**
		GrandTotal Roadwork Base Bid and Drainage				**$117,805.55**

Project Length: (LF)	1,267.20	
Cost Per Linear Feet @ $500K/mile:	$ 94.70	
Tot. Proj. Allowable (Cost per LF @500K/mi X Proj. Length:	**$ 120,003.84**	
Roadwork Allocation (Eng, Road Const and Contingency):	**$ 86,774.07**	25% allowable: **$ 21,693.52**
Allowed Increase:	**$ 33,229.77**	Transferred from L&P 294.00

Colonia McKee
CSJ: 3C1080896
Cost Breakdown
Precinct 1

Road Construction Allocation:	$ 53,328.00
Possible 25% Transfer In Other Projects:	$ 10,657.50
Contingency Transfer In:	$ 16,408.05
Total Allocation, 25% Transfer and Contingency Transfer	$ 80,393.55
Low Base Bid Roadwork	$80,393.55
Overrun/Underrun	**$0.00** *

Drainage Allocation:	$ 36,100.00
Transfer In: Other Projects	$ 1,312.00
Total Allocation and Transfer	$37,412.00
Drainage Cost:	$37,412.00
Overrun/Underrun	**$0.00** **

*$10,657.50 can be transferred from L&P Subdv - 734
** $1,312.00 can be transferred from L&P Subd - 733
***$294.00 from L&P transferred from 899 to 540

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

May 17, 2010

Mr. Agapito Vargas Jr
Executive Director Colonia Access Program
Hidalgo County Pct 2
301 E. State St
Pharr, Texas 78589

RE: McKee Subdivision (CAP-10-177-08-12) Award Recommendation

Dear Mr. Vargas:

The lowest bidder for above mentioned project is H20 Construction Services Inc.

We found no errors in H20 Construction bid tabulations as submitted by Hidalgo County Purchasing Department.

H20 Construction bid for McKee ($117,805.55) is lower than Engineer's Estimate ($134,424.50). Unfortunately, H20 Construction bid total is higher than Allocated Construction Funds ($89,428 roadway & drainage plus $20,479.01 contingencies).

Note that McKee Colonia applications called for overlay and roadside ditches improvements only. During PS&E review process, TXDOT requested a 20'minimum pavement width. McKee was reconstructed in order to meet the minimum pavement width. This led to higher construction costs subdivision.

It is unlikely that re-advertisement projects will lead to prices within allocated construction funds.

Should additional funds be allocated for this project, it is our recommendation that Hidalgo County award Construction of above mentioned subdivisions to lowest bidder.

If you should have any questions, please do not hesitate to call me at 956.424.7898.

Thank you.

Jose A. Sanchez, P.E.
Project Manager

Enclosures: Bid analysis for all bidders
Bid tabulations from all bidders.

BID ANALYSIS - McKEE SUBDIVISION

ROADWAY IMPROVEMENTS				Engineer's Estimate		APPARENT LOW BIDDER H20 Construction			Closner Construction Co		
Item	Total	Unit	Description	Unit Price	Total	Unit Price	Total	% +-	Unit Price	Total	% +-
247	3338	SY	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	$6.00	$20,028.00	$4.00	$13,352.00	-33.3%	$7.60	$25,368.80	+26.7%
251	3338	SY	REWORK BS MTL (TY D)(4")(DENS CONT)	$2.50	$8,345.00	$3.00	$10,014.00	+20.0%	$1.85	$6,175.30	-26.0%
310	558	GAL	PRIME COAT (MC-30)	$6.00	$3,348.00	$4.00	$2,232.00	-33.3%	$4.75	$2,650.50	-20.8%
340	2788	SY	D-GR HMA(METH) TY-D SAC-B PG76-22	$7.50	$20,910.00	$8.00	$22,304.00	+6.7%	$7.75	$21,607.00	+3.3%
500	1	LS	MOBILIZATION	$1,000.00	$1,000.00	$10,000.00	$10,000.00	+900.0%	$5,000.00	$5,000.00	+400.0%
502	2	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$1,000.00	$2,000.00	$1,300.00	$2,600.00	+30.0%	$1,500.00	$3,000.00	+50.0%
666	2444	LF	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	$1.50	$3,666.00	$2.00	$4,888.00	+33.3%	$1.50	$3,666.00	+0.0%
666	11	LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$10.00	$110.00	$5.00	$55.00	-50.0%	$5.00	$55.00	-50.0%
666	270	LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$1.50	$405.00	$1.00	$270.00	-33.3%	$3.00	$810.00	+100.0%
666	160	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$1.50	$240.00	$1.00	$160.00	-33.3%	$3.00	$480.00	+100.0%
2500	26	GAL	EN-1 ROADBOND (0.0075 GAL/SY)	$120.00	$3,120.00	$100.00	$2,600.00	-16.7%	$135.00	$3,510.00	+12.5%
2500	3338	SY	EN-1 TRT (MIX EXST MATL& NEW BASE)(DC)(8")	$2.00	$6,676.00	$1.00	$3,338.00	-50.0%	$2.25	$7,510.50	+12.5%
TOTALS				$69,848.00		$71,813.00		+2.8%	$79,833.10		+14.3%

DRAINAGE IMPROVEMENTS				Engineer's Estimate		Asago Construction			M Construction		
Item	Total	Unit	Description	Unit Price	Total	Unit Price	Total	% +-	Unit Price	Total	% +-
100	12.04	STA	PREPARING ROW	$500.00	$6,020.00	$500.00	$6,020.00	+0.0%	$250.00	$3,010.00	-50.0%
164	3937	SY	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	$1.50	$5,905.50	$0.15	$590.55	-90.0%	$0.65	$2,559.05	-56.7%
168	197	MG	VEGETATIVE WATERING	$7.00	$1,379.00	$10.00	$1,970.00	+42.9%	$25.00	$4,925.00	+257.1%
506	80	LF	TEMPORARY SEDIMENT CONTROL FENCE	$6.00	$480.00	$4.00	$320.00	-33.3%	$2.25	$180.00	-62.5%
506	80	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$4.00	$320.00	$2.00	$160.00	-50.0%	$1.50	$120.00	-62.5%
530	291	SY	DRIVEWAY (CONC)	$40.00	$11,640.00	$36.00	$10,476.00	-10.0%	$54.00	$15,714.00	+35.0%
530	849	SY	DRIVEWAY (ACP)	$20.00	$16,980.00	$10.00	$8,490.00	-50.0%	$8.50	$7,216.50	-57.5%
556	80	LF	8" ADS CORRUGATED PIPE	$10.00	$800.00	$10.00	$800.00	+0.0%	$18.00	$1,440.00	+80.0%
556	830	LF	15" ADS CORRUGATED PIPE	$20.00	$16,600.00	$18.00	$14,940.00	-10.0%	$25.00	$20,750.00	+25.0%
760	2226	LF	CLEANING AND RESHAPING DITCHES	$2.00	$4,452.00	$1.00	$2,226.00	-50.0%	$2.25	$5,008.50	+12.5%
TOTALS				$64,576.50		$45,992.55		-28.8%	$60,923.05		-5.7%
GRAND TOTAL				$134,424.50		$117,805.55		-12.4%	$140,756.15		+4.7%

CONSULTANT ANALYSIS OF BIDS:

Jose A. Sanchez, P.E. TEDSI Infrastructure Group
NAME

/S/
SIGNATURE

05/17/2010
DATE

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 28, 2010

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in McKee Subdivision (3C1080896) to the low bidder, H2O Construction Services, Inc., for a total bid of $117,805.55.

My records indicate that the bid amounts for this population-allocation project exceed amounts remaining, as shown below:

Project	Amount Remaining 05/28/10			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
McKee	$36,100.00	$76,618.53	$112,718.53	$37,412.00	$80,393.55	$117,805.55

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-121-896-0-312	MCKEE #1-INDIRECT COST	.00	2,328.75	.00	.00	2,328.75	.00
0-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	1,227.24	993.32	233.92	.00	100.00
0-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	.00	2,726.49	2,726.49	.00	.00	100.00
0-1312-431-00-121-896-0-540	MCKEE #1-ADVERTISING	.00	600.00	600.00	.00	.00	100.00
0-1312-431-00-121-896-0-731	MCKEE #1-ROADS	.00	80,393.62	.00	.00	80,393.62	.00
0-1312-431-00-121-896-0-733	MCKEE #1-DRAINAGE DITCHES	.00	37,412.00	.00	.00	37,412.00	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**124,688.10**	**4,319.81**	**233.92**	**120,134.37**	**3.65**
0 YEAR 0		**.00**	**124,688.10**	**4,319.81**	**233.92**	**120,134.37**	**3.65**

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"dina trevino"; "Valde "; johnpaul.lugo@co.hidalgo.tx.us; joseph.palacios@co.hidalgo.tx.us; "Katia Garcia"; marcie.jackson@co.hidalgo.tx.us; "Agapito Vargas"
Subject:	Agenda item - Award low bidder - McKee Subdivision
Date:	Tuesday, June 15, 2010 2:37:50 PM
Attachments:	Cost Breakdown mckee subdv.xls ltr concurrence txdot low bid award mckee.pdf exp report june152010.PDF Engineers low bid award recommendation - McKee Subdivision.pdf 2010-05-17a_AVargas McKee Award Recommendation.pdf

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Yvette, please place the following item on CC agenda for Tuesday 22nd June 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: McKee Subdivision (CSJ: 3C1080896)
Project Location: Precinct 1
Low Bidder: H2O Construction Services, Inc.; Harlingen, TX
Project Engineer: TEDSI Infrastructure Group
Account: 0-1312-431-00-121-896-0-734 & 733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI-21723 **25.H.1.**

HCSO-Amendment/Clarification to WA#1 - S&B Infrastructure, Ltd- Repairs to Damaged Block Wall in Dumpster Area of ADF

CC REGULAR

Date:	06/22/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting approval of an AMENDMENT #1 to WA#1 submitted by S & B Infrastructure, Ltd, (approved by CC on 06/01/10) to reflect HIDALGO COUNTY and not HIDALGO COUNTY DRAINAGE in the first (1st) paragraph of original WA#1 document for the purposes of (Repairs to Damaged Block Wall in Dumpster Area of ADF) and in connection to contract #C-09-264-10-06-Professional Engineering Services for "Building Repairs and/or Renovations" (on an as needed basis) for County-Owned Buildings located within Precinct No. 4.

BACKGROUND

Amendment by S&B Infrastructure Ltd to WA#1
Original WA#1 Form as approved by CC on 06/01/10

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-21-280-002-0-431

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

BUDGETARY IMPACT:

No Budgetary Impact.
County Name Clarification (1st paragraph of WA#1)
PO#639121 available balance as of 6-18-10 $44,201.23

Attachments

Link: Amendment to WA#1-S & B Infrastructure Ltd-Pct 4

Link: Original WA#1 (apprvd on 06/01/10)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/18/2010 12:28 PM	APRV
2	Budget & Management	Erika Zamora	06/18/2010 01:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2010 02:59 PM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW
Form Started By: Letty Saenz			Started On: 06/17/2010 04:27 PM	

Final Approval Date: 06/18/2010

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Contract No. C-09-264-10-06

Work Authorization No. 1

S&BI Project No. U1189.201

26 May 2010

TO: **Hidalgo County Purchasing Department**
Attn: Leticia H. Saenz, CPPB/Contracts Manager
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **Work Authorization No. 1**

As requested, transmitted on this date are **three signed originals** for the following:

- **Amendment No. 1 to Work Authorization No. 1 – Hidalgo County Adult Detention Center Block Wall Plan Review**

As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1189.201)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

HIDALGO COUNTY

Professional Engineering Services
Contract No. C-09-264-10-06

AMENDMENT NO. 1

TO
WORK AUTHORIZATION NO. 1

THIS AMENDMENT is made pursuant to the terms and conditions of Contract No. C-09-264-10-06 and Work Authorization No. 1 made by and between **HIDALGO COUNTY**, acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

The following paragraphs, terms, and / or conditions of **Work Authorization No. 1** are hereby amended, as follows:

FIRST PARAGRAPH. The first paragraph is void and removed in it's entirety and replaced with the following:

> **THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

All other paragraphs, terms and conditions of **Work Authorization No. 1** not hereby amended are to remain in full force and effect.

THIS AMENDMENT is hereby accepted, approved, and made effective by Hidalgo County Commissioner's Court on **22nd day of June 2010** as indicated below.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Sharlotte L. Teague, PE
Senior Project Manager

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez
County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS None

HIDALGO COUNTY

Professional Engineering Services

Contract No. C-09-264-10-06

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY DRAINAGE**, acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is associated with the repairs to the Hidalgo County Adult Detention Center's block wall near the dumpster area.

A. Scope of 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:

(1) Authorization to the Engineer to begin work.

(2) 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.

(3) Provide any available relevant data the Owner may have on file concerning the Project.

(4) 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.

(5) Provide all engineering calculations, design drawings, and technical specifications signed, sealed, and dated by Texas-professional licensed engineer.

B. Scope of Services to be Provided by the Engineer. The Engineer shall review the drawings and technical specifications *prepared by others* for compliance to engineering / building standards and codes. Review shall include two iterations only; one for initial review with comment from the Engineer, and the second for review of response to Engineer's comments.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **$3,474**. This amount is based upon the costs outlined as follows:

Project Manager	3 hours	@$226.66 per hour	=	$ 679.98
Structural Engineer	12 hours	@$190.21 per hour	=	$2,282.52
Civil Engineer	3 hours	@$154.13 per hour	=	$ 462.39
Secretary	1 hour	@$49.11 per hour	=	$ 49.11
			Total =	$3,474.00

PART 3. **Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. **Funding.** This work authorization shall be funded through the following funding source:

Account No. _____

Requisition No. _____

PART 5. **Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon the scopes of services of the work authorization.

PART 6. **Responsibilities and Obligations.** This Work 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 #4, Commissioner Oscar L. Garza** as to content and detail of this Work Authorization.

HIDALGO COUNTY PRECINCT #4:

BY: _____
Oscar L. Garza, Commissioner

PART 8. **Acceptance and Approval.** This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on _____ as indicated below, and effective as of _____ day of _____ 2010.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Sharlotte L. Teague, PE
Senior Project Manager

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez
County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS None

S&B INFRASTRUCTURE, LTD.
Engineering ✪ Management ✪ Technology

Project Memorandum

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
Contract No. C-09-264-10-06

Work Authorization No. 1

S&BI Project No. U1189.201

26 May 2010

TO: **Hidalgo County Purchasing Department**
Attn: Leticia H. Saenz, CPPB/Contracts Manager
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

FROM: ***Sharlotte L. Teague, PE***
Senior Project Manager
S&B Infrastructure, Ltd. - McAllen

SUBJECT: **Work Authorization No. 1**

As requested, transmitted on this date are **three signed originals** for the following:

- **Work Authorization No. 1 – Hidalgo County Adult Detention Center Block Wall Plan Review**

As always, if you have any questions, please do not hesitate to contact us at anytime.

attachments: as listed above

cc: project files (U1189.201)

5408 North 10th Street • McAllen, Texas 78504-2711
(956) 926-5000 • Fax (956) 994-0427

AI-21665 **25.I.1.**

AWARD-RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS

CC REGULAR

Date: 06/22/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** County Clerk

Information

CAPTION

Approval of the final negotiated services contract with the number one ranked vendor, Brown River Marotti, Co., for: "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books". RFP No. 2010-089-04-21-otm

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-40-180-002-0-341
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds in the amount of $132,030.00 available as of 06/18/10.

Attachments

Link: ACCEPTANCE SHEET
Link: PARTICIPATION LOG
Link: EMAIL FROM USER DEPT. TO PROCEED WITH AWARD
Link: SERVICE CONTRACT APPROVED BY LEGAL DEPARTMENT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 01:34 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 01:58 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2010 09:02 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Olga Montero Started On: 06/15/2010 01:41 PM

Final Approval Date: 06/18/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY CLERK'S OFFICE	
PROPOSAL ACCEPTANCE DATE: APRIL 21, 2010	PROPOSAL ACCEPTANCE TIME: 9:30 A.M.
DESCRIPTION OF PROPOSAL: RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS	
PROPOSAL NO: 2010-08-04-21-OTM	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	BROWN RIVER MAROTTI, CO. DALLAS, TEXAS	√
#02	AMCAD DERIDDER, LA	√
#03	JERRY HAYES COUNTY RECORDS SOLUTIONS SUGARLAND, TEXAS	√
#04		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: APRIL 21, 2010 RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE – "RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"**
RFP NO: **2010-089-04-21-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1 CTC Distributing Kelly Madden	Email	K_madden@ctcdistributing.com Olga Montero	04/06/10	615 Blaze Blvd Edinburg, Texas 78539
2 Brown's River Marotti Co. William "Sonny" Oates	Email	William.oates@brc.us Olga Montero	04/07/10	P.O. Box 541028 Dallas, Texas 75354
3 County Record Solutions Jerry Hayes	Email	jerryhayes@comcast.net Olga Montero	04/07/10	Tel: 888-629-1006 Fax: 832-550-2578
4 AMCAD"Your Record Management Company Megan Wolf	Email	mwolf@amcad.com Olga Montero	04/08/10	220 Spring Street Ste. 150 Herndon, VA 20170 Tel: 703-787-7775

*VIA: IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE(FAX)

Olga Montero

From: Noe Lopez [noe.lopez@hidalgocountyclerk.us]
Sent: Monday, June 07, 2010 10:45 AM
To: 'Olga Montero'
Subject: RE: RFP NO: 2010-089-04-21-otm

Olga, we accept the offer from Browns River. As stated in the RFP, the duration of this contract is 2 yrs. Thanks

From: Olga Montero [mailto:olga.montero@co.hidalgo.tx.us]
Sent: Monday, June 07, 2010 9:43 AM
To: 'Noe Lopez'; acmuniz23@yahoo.com
Subject: FW: RFP NO: 2010-089-04-21-otm
Importance: High

Attached please find the Best and Final Offer by Brown River. If you accept, submit letter of recommendation of award. Forward recommendation as soon as possible so I can proceed in drafting the contract & forwarding to legal department for approval. Thank you & Have a good day.

From: William Oates [mailto:William.Oates@brc.us]
Sent: Thursday, June 03, 2010 11:51 AM
To: Olga Montero
Subject: RFP NO: 2010-089-04-21-otm

Olga,

Please find the attached offer for RFP NO: 2010-089-04-21-otm.

Sincerely,
Sonny Oates

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-089-06-15

THIS CONTRACT is made and entered into this 15th day of June, 2010 by and between the **County of Hidalgo, Texas** ("County"), and **Brown River Marotti, Co.** **("Company").**

WHEREAS, Company responded to advertised notices for proposals for **"Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with Exhibit "A" Request for Proposals (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications/Requirements within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Clerk's Office**. 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/Requirements contained in Exhibit "A" Request for Proposals (RFP) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Clerk** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **Two (2) years**, commencing on **June 15, 2010** and expiring on **June 14, 2012** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	Brown River Marotti, Co. Don Faulkenberry 6300 Cedar Springs Rd. (P.O. Box 541028) Dallas, Texas 75235

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
PrintedName: _____
Title:_____

Approved on Comm. Crt on: _____

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

By:_____

EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY CLERK'S OFFICE
"RESTORATION AND PRESERVATION OF
HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

RFP NO: 2010-089-04-21-otm

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages. (Page 8 must be submitted with bid)
3. Exhibit "A", Requirements, Scope of Services, Additional Specifications/Requirements consisting of 9 pages.
4. Exhibit "B", Evaluation/Selection Criteria, consisting of 2 page.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages. (Must be submitted with bid)
6. Exhibit "D", CIQ Conflict Of Interest Questionnaire, consisting of 1 pages. (Copy of receipt issued by County Clerk's Office and this form must be submitted with the bid)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page. (Must be submitted with bid)
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages. (Must be submitted with bid)
9. IRS W-9 Form, consisting of 4 pages. (Must be submitted with bid)
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page. (Must be submitted with bid)
11. Draft Contract Document, consisting of 9 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

04-05-2010
Date

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

PURCHASING DEPARTMENT
County Of Hidalgo

April 5, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY CLERK'S OFFICE – RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"**

RFP NO: 2010-089-04-21-otm

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP 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/otm

Enclosures

RFP NO: 2010-089-04-21-otm	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY CLERK'S OFFICE

"RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

April 21, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2010-089-04-21-otm**

1. Sealed proposals will be received for **Hidalgo County Clerk's Office – "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-089-04-21-otm- Hidalgo County Clerk's Office – "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, April 21, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-089-04-21-otm—"HIDALGO COUNTY CLERK'S OFFICE – RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S OFFICE HISTORICAL RECORD BOOKS".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, April 14, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, April 16, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

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

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with

regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

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

10. County reserves the right to accept or reject any or all proposals.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful proposer
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – "**Hidalgo County Clerk's Office – Restoration and Preservation of Hidalgo County Clerk's Historical Record Books**"
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

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., APRIL 21, 2010
Project/Anticipated Award Date: _____, 2010
Commence Work or Deliver Products _____, **2010**

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

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

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

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

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

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

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

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

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

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

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

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

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

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

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

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

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

Request for Proposal

HIDALGO COUNTY CLERK'S OFFICE– "RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

RFP NO: 2010-089-04-21-otm

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

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

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

RFP NO: 2010-089-04-21-otm

HIDALGO COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL

"RESTORATION AND PRESERVATION OF
HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"
RFP NO: 2010-089-04-21-otm

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of the said services as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, April 21, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2010-089-04-21-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 Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
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 NO LATER THAN Wednesday, April 14, 2010, at 5:00 P.M. at (956) 292-7612 or e-mail to olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, April 16, 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 or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: **The initial term of the contract shall be for Two (2)Years, with the County's option for additional One (1)Year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services in *Exhibit "A".***

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES AND REQUIREMENTS

The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Restoration and Preservation of Hidalgo County Clerk's Historical Record Books".

Services include, but are not limited to the removal and treating of existing documents in each book, removal of debris and tape, de-acidification and restoration of original document, encapsulation of each document, fabrication of binding and design to County specifications and assembly of new books.

1. The Hidalgo County Clerk is very concerned about his historical record books; therefore the bidder's facility cannot be located in a flood zone region. Additionally, the Bidder is required to store the records in a secure, fireproof, environmentally controlled area.

2. Although the Hidalgo County Clerk has over 7000 books, we have identified 450 books that require immediate preservation. The final number of books to be preserved will be based on the cost per book as well as budget constraints.

3. All bidders are required to explain in detail where Hidalgo County Clerk's historical record books will be stored while the restoration/preservation work is being done at the bidder's facility.

4. The Hidalgo County Clerk and/or his representatives can make unannounced visits to the Bidders facilities to examine and view the restoration/preservation work being done on the Hidalgo County Clerk's historical record books between the working hours of 8:00 AM and 5:00 PM, Monday through Friday.

5. Hidalgo County requires that the bidder be located in the United States and will not accept records preservation to be conducted offshore. If possible, the county prefers for the provider to be located in the State of Texas to facilitate quality assurance visits.

6. The Hidalgo County Clerk prefers that none of the restoration/preservation and bindery work be subcontracted to another company. If any work is to be subcontracted by the Bidder, then the Bidder must identify and explain the relationship of the contractor.

7. The Bidder must make a complete inventory and description of every page in every book for the Hidalgo County Clerk, and if there is a missing page the Bidder is to immediately let the Hidalgo County Clerk know verbally and in writing.

8. If the Hidalgo County Clerk needs a copy of a page when the record book/page is in the Bidders facilities, Bidder will fax or e-mail the page to the Hidalgo County Clerk within one (1) hour from the time of request during the 8:00 AM to 5:00 PM work day.

9. Pick and up and delivery of the Hidalgo County Clerk's record books is very important. Bidders are required to describe their method of pickup and delivery of the record books.

10. All bidders must explain in detail the type of binders and materials used. A sample binder must be included with each bidder response.

11. Bidders must provide a minimum of 10 references of restoration and preservation work provided to government organizations. (Any testimonials are welcome).

12. Bidders must provide a timeline/workflow chart of the process from start to finish of each batch of books that are processed for restoration and preservation.

13. After extensive quality control inspection, finished books are to be returned to the Hidalgo County Clerk.

14. In order for the bidder to make an accurate assessment of the condition of each book, we recommend that the bidder visit the Hidalgo County Clerk's Office to examine the books to be restored. Bidder may coordinate a walk-through with the Records Management Department prior to submitting a bid. Contact person(s) are: Armando Perez, Records Manager @ (956) 318-2100 Ext. 6107 or email: armando.perez@co.hidalgo.tx.us and Noe Lopez, Jr., Office Manager @ (956) 292-7690 or email: noe.lopez@hidalgocountyclerk.us

15. The Hidalgo County Clerk will determine when he is satisfied that all the books to be restored and preserved have been completed.

16. All Bidders must provide a written guarantee on all services and materials that are provided and/or performed in the scope of the work concerning this bid.

COST

1. Bidder will provide a fee schedule based on per book and level of restoration to be done. Restoration cost should be identified and categorized into different levels.

2. Bidder will be responsible for any additional cost incurred or not anticipated in the initial bid submitted.

3. Regardless of the duration of the project, the bidder will not increase cost for services, due to product or material cost changes.

4. The Bidder will be responsible for all freight and shipping charges to include the actual pickup and return of all Hidalgo County Clerk property.

COURSE OF TREATMENT

1. All volumes to be dismantled as necessary ensuring the integrity of the documents.

2. All pressure sensitive and harmful tapes and adhesives are to be removed where possible using the most appropriate techniques and/or solvents, without further degradation to the document or text.

3. All loose soil and surface dirt to be removed by appropriate dry cleaning methods which may employ the use of brushes, gum rubber compounds, or vinyl granules.

4. All volumes, except the Photostats, are to be de-acidified with Bookkeepers commercial solution.

5. All minor tears and rips shall be mended by archival mending procedures. Discredited procedures such as nylon reinforcement with polyamide or polyester heat set adhesive are not acceptable, and may not be used. In addition, all tears ½" or longer must be addressed, and must be mended.

6. The de-acidification process must meet or exceed the Library of Congress specifications.

7. After de-acidification, mending, and other appropriate conservation treatments, the unbound sheets of all the Volumes are to be encapsulated individually with archival quality polyester film of 3 mil thickness or higher. Capsules/envelopes are to be radio (heat) edge welded on three sides, and punched on one side to allow for placement into appropriate high quality permanent record loose-leaf binders. Cover style and lettering to be chosen by the Hidalgo County Clerk. Original volumes exceeding 350 pages may be split into two or more binders.

8. All Index tabs are to be repaired, reinforced, or replaced as necessary.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, April 21, 2010.**

RFP SUBMITTED TO: **An original and seven (7) copies** of RFPs should be submitted to:

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

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services. Hidalgo County Clerk's Office will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Clerk's Office including, but not be limited to, the items listed below:

1. **Responsiveness:** **Total Points Possible: 30 points**

   a. Thoroughness of Requested Information (10 Points)
   b. Understanding of Project (10 Points)
   c. List of References provided (10 Points)

2. **Firm Capabilities:** **Total Points Possible: 40 points**

   a. Quality and Accuracy of work performed (10 points)
   b. Experience with similar projects (10 points)
   c. Capability to meet schedules and deadlines (10 points)
   d. Current workload and ability to commence various requested projects simultaneously (10 points)

3. **Cost Fees:** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to the user department.

   Total Points Possible: 30 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County Clerk's Office will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County Clerk's Office will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County Clerk's Office. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

EVALUATION CRITERIA

REQUEST FOR PROPOSALS

"RESTORATION AND PRESERVATION OF HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"

RFP No. 2010-089-04-21-OTM

EVALUATION CRITERIA
EXHIBIT "B"
"RESTORATION AND PRESERVATION OF
HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"
RFP No. 2010-089-04-21-OTM

The respondent's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

1. RESPONSIVENESS		**(30)**
A.	Thoroughness of Requested Information	(10)
B.	Understanding of Project	(10)
C.	List of references provided	(10)
2. FIRM CAPABILITIES		**(40)**
A.	Quality and Accuracy of work performed	(10)
B.	Experience with similar projects	(10)
C.	Capability to meet schedules and deadlines	(10)
D.	Current workload and ability to commence various requested projects simultaneously	(10)

3. COST FEES: **(30)**

In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to the user department.

GRAND TOTAL **100 Points**

EVALUATION CRITERIA
EXHIBIT "B"
"RESTORATION AND PRESERVATION OF
HIDALGO COUNTY CLERK'S HISTORICAL RECORD BOOKS"
RFP No. 2010-089-04-21-OTM

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts) ➢ Thoroughness of requested information	10	
➢ Understanding of project	10	
➢ List of references provided	10	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (40 pts) ➢ Quality and Accuracy of work performed	10	
➢ Experience with similar projects	10	
➢ Capability to meet schedules and deadlines	10	
➢ Current workload and ability to commence various requested projects simultaneously	10	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (30 pts) ➢ In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to the user department.	30	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Company Name/Applicant: _____

Evaluator(Print): _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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** **OTHER**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

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 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:_____, 2010.

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

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 and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-089-00-00

THIS CONTRACT is made and entered into this _____day of _____ _____, **2010** by and between the **County of Hidalgo, Texas** ("County"), and ____ _____ ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Restoration and Preservation of Hidalgo County Clerk's Historical Record Books"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with Exhibit "A" Request for Proposals (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications/Requirements within Exhibit "A" Request for Proposals (RFP) Procurement Packet, the Commissioners Court of County awarded the proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Clerk's Office**. This Contract

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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/Requirements contained in Exhibit "A" Request for Proposals (RFP) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Clerk** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **Two (2) years**, commencing on _____ , **2010** and expiring on _____, **2012** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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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.

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9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
PrintedName: _____
Title: _____

Approved on Comm. Crt on: _____

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

By: _____

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EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET

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EXHIBIT "B"
VENDOR'S PROPOSAL

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "B"
VENDOR'S PROPOSAL
BEST AND FINAL OFFER

BRM

Brown's River Marotti Co.

Archival Preservation & Imaging

To: Martha L. Salazar, CPPB
Hidalgo County Purchasing Department
Attn: Olga T. Montero

Via Email: olga.montero@co.hidalgo.tx.us

From: William D. Oates

Date: June 3, 2010

Re: Negotiation for –
"Hidalgo County Clerk's Office – Restoration and Preservation of Hidalgo County Clerk's Office Historical Books" (RFP No: 2010-089-04-21-otm)

Thank you for selecting Brown's River Marotti Company to enter into negotiations with the County of Hidalgo for the Hidalgo County Clerk's Office – Restoration and Preservation of Hidalgo County Clerk's Office Historical Books, (RFP NO: 2010-089-04-21-otm).

Brown's River Marotti Company's best and final offer of the proposed contract is as follows:

After considerable analysis of the 450 books, we have determined the average condition to be Poor, and the average price to be $1,342.80 per book.

BROWN'S RIVER MAROTTI COMPANY

Signed: William Oates

Title: President

Printed Name: William Oates

Date: 6-3-10

EXHIBIT "C"
INSURANCE REQUIREMENTS

Client#: 109219 BUSINRES2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/09/2010

PRODUCER
USI Southwest Dallas /CL
1445 Ross Avenue, Suite 4200
Dallas, TX 75202
214 443-3100

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
Business Resources Corporation
3232 Love Field
Dallas, TX 75235

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	20303
INSURER B: Federal Insurance Company	20281
INSURER C: Chubb Indemnity Insurance Company	12777
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	35882774	07/09/09	07/09/10	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)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
B		AUTOMOBILE LIABILITY	73553314	07/09/09	07/09/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X Uninsured Motorists	$1,000,000			PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	79853927	07/09/09	07/09/10	EACH OCCURRENCE	$15,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$15,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71734269	07/09/09	07/09/10	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					
A		E&O Coverage	35882774	07/09/09	07/09/10	$10,000,000	
A		Valuable Papers	35882774	07/09/09	07/09/10	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be included as additional insured on all commercial general liability policies.

(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 South 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
J. W. Wagner

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DESCRIPTIONS (Continued from Page 1)

Named Insured is completed to include;
Business Resources Corporation
[redacted]wn's River Marotti Co
Enduro Binders, Inc
Tenacity Manufacturing Company
6489 Enduro Drive, LLC
Business Resources Center