AI-21990 **6.D.**

Claim of Victor M. Banda Lopez

CC REGULAR

Date:	07/20/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Victor M. Banda Lopez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/13/2010 10:46 AM	APRV
2	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/12/2010 01:54 PM

Final Approval Date: 07/16/2010

AI-21996 **6.E.**

Claim of Alice Southern Equipment Service, Inc.

CC REGULAR

Date:	07/20/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Alice Southern Equipment Service, Inc.

BACKGROUND

(Fire Marshal) Relating to generator repair without purchase order being obtained.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/13/2010 10:48 AM	APRV
2	Auditor's Office		07/16/2010 05:17 PM	NEW
Form Started By: Monica Badillo			Started On: 07/12/2010 04:55 PM	
Final Approval Date: 07/16/2010				

AI-21991 **7.D.**

Claim of Victor M. Banda Lopez

CC REGULAR

Date:	07/20/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Victor M. Banda Lopez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/13/2010 10:47 AM	APRV
2	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/12/2010 01:55 PM

Final Approval Date: 07/16/2010

AI-21997 **7.E.**

Claim of Alice Southern Equipment Service, Inc.

CC REGULAR

Date:	07/20/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Alice Southern Equipment Service, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/13/2010 10:49 AM	APRV
2	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Monica Badillo — Started On: 07/12/2010 04:57 PM

Final Approval Date: 07/16/2010

AI-22000 **10.B.**

SIR Travelers Insurance Company Check

CC REGULAR

Date:	07/20/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept check (#76489527) from Travelers Insurance Company in the amount of $39,589.00 for payment in connection with claim of Adrian Luna, C-1173-09-E.

BACKGROUND

DOL: 01/29/09
EEOC Claim
Acct #: 0-11-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/13/2010 10:50 AM	APRV
2	Erika Zamora	Erika Zamora	07/16/2010 02:07 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW
Form Started By: Aida Alvarez			Started On: 07/13/2010 08:47 AM	
Final Approval Date: 07/16/2010				

AI-21998 **10.C.**

Travel requests - C. Lambrecht, PIO

CC REGULAR

Date:	07/20/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to authorize final travel requests and make payment to Public Information Officer while traveling to:

1. South Padre Island on 4/20-22/10 - B-Hit or B-Prepared Conference
2. Brownsville, Texas on 4/13/10 - Dual County Presentation for B-Hit or B-Prepared Conference

BACKGROUND

Prior approval was not obtained as stated on travel policy.

Amounts per trip - 60.00 (mileage) and 167.00 (meals & mileage)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-583

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

BUDGETARY IMPACT:

Funds available as of 7/16/10 $834.35.

Attachments

Link: travels

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2010 08:54 AM	APRV
2	Erika Zamora	Erika Zamora	07/16/2010 02:15 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Monica Badillo — Started On: 07/12/2010 04:58 PM

Final Approval Date: 07/16/2010

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

RECEIVED BY COUNTY AUDITOR
2010 MAY 5 PM 2:20

EMPLOYEE NAME :	Cari Lambrecht	DEPARTMENT:	B&M (working for Emergency Management on this assignment)
TRAVEL TO CITY :	Brownsville	STATE:	Texas
DEPARTURE DATE:	4/13/2010	RETURN DATE:	4/13/2010
TIME OF DEPARTURE:	9:00 AM	TIME OF RETURN:	4:00 PM

PURPOSE OF TRIP : Working on Dual County Presentation for B-HIT or B-PREPARED conference. I was a speaker and my counterpart is from Cam. Co.

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2010						
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
	4/13	4/14	4/15	4/16	4/17	4/18	TOTALS
Airline / Bus / Train			Personal Vehicle				$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	201,363	Ending Mileage:	201,483	TOTAL MILEAGE: 120	(MILEAGE RATE) 0.50	60.00
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)							
With Receipts = 1 / Without Receipts = 2							
Breakfast ($9 per diem)							
Lunch ($12 per diem)							
Dinner ($18 per diem)							
Total Actual Meal Expense	-	-	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)							-
Other (Please explain below):							-
Explanation Notes:							

no meals same day travel

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 60.00
AMOUNTS ADVANCED TO EMPLOYEE ON : no advance	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 60.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Cari Lambrecht — EMPLOYEE SIGNATURE — 4/29/10 DATE

APPROVED BY: A.A. Tony Perez — DIVISION DIRECTOR/SUPERVISOR — 03-MAY-2010 DATE

APPROVED FOR PAYMENT BY: A.A. Tony Perez — DEPARTMENT HEAD

0-1100-429-00-300-083-0-583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/10)

Note: This report is due no later than 20 calendar days of return from travel.

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

RECEIVED BY COUNTY AUDITOR
2010 MAY 5 PM 2 19

ext. 5412 - or call Co. Judge's

EMPLOYEE NAME:	Cari Lambrecht	DEPARTMENT:	Budget and Management (Emergency Management is paying)
TRAVEL TO CITY:	South Padre Island	STATE:	Texas
DEPARTURE DATE:	4/20/2010	RETURN DATE:	4/22/2010
TIME OF DEPARTURE:	8:00 AM	TIME OF RETURN:	4:00 PM

V# 345555

PURPOSE OF TRIP: B-HIT or B-PREPARED CONFERENCE

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2010						
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
	4/20	4/21	4/22	4/23	4/24	4/25	TOTALS
Airline / Bus / Train		Personal Vehicle					$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	201,756	Ending Mileage:	201,910	TOTAL MILEAGE: 154	(MILEAGE RATE) 0.50	77.00
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)	PAID BY LRGVDC	PAID BY LRGVDC					-
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees	PAID BY LRGVDC						-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	1	1	1				
Breakfast ($9 per diem)	-	-	-				
Lunch ($12 per diem)	12.00	-	12.00				
Dinner ($18 per diem)	18.00	17.30	-				
Total Actual Meal Expense	18.00	17.30	12.00	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	30.00 ✓	39.00 ✓	21.00 ✓				90.00
Other (Please explain below):							-
Explanation Notes:							

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations, Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 167.00
AMOUNTS ADVANCED TO EMPLOYEE ON: NO advance	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 167.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Cari Lambrecht — EMPLOYEE SIGNATURE — 4/29/10 DATE

APPROVED BY: A.A. Tony Pena — DIVISION DIRECTOR/SUPERVISOR — 03 May 2010 DATE

APPROVED FOR PAYMENT BY: A.A. Tony Pena. — DEPARTMENT HEAD

0-1100-429-00-300-023-0-583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/10)

Note: This report is due no later than 20 calendar days of return from travel.

AI-22042 **11.B.**

Health Division - TB Control Program Income Budget

CC REGULAR

Date:	07/20/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

TB Control Program Income (1293):
1. Approval of Certification of Revenues as certified by the County Auditor for the TB Control Program Income.
2. Requesting approval to amend (increase) the attached TB Control Program Income Budget in the amount of $15,000.00 for the period 9/1/2009 to 8/31/2010 (Acct # 0-1293-441-00-340-008-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-008-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the TB Control Program Income in the amount of $15,000.00

Revenue account# 0-1293-345-40-340-008-0-000

Attachments

Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2010 10:41 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/16/2010 04:05 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Dan Beltran — Started On: 07/15/2010 09:44 AM

Final Approval Date: 07/16/2010

DATE: July 15, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-008-0 TB Control Program Income Account

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-008-0-601	Office & Computer Supplies	$ 7,500.00
0-1293-441-00-340-008-0-603	Educational/Instructional Supplies	$ 7,500.00
	TOTAL BUDGET	$ 15,000.00

INCREASE REQUEST $

Revenue Account # 0-1293-345-40-340-008-0-000 $ 15,000.00

REASON: Implement TB Control Program Income Budget for the period 9/1/2009 - 8/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-22037 **11.C.**

Health Division - Office of Border Health-EWIDS Contract

CC REGULAR

Date:	07/20/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached Office of Border Health-EWIDS Grant Contract #2010-035483, Attachment # 001, in the amount of $150,000.00 for the period 8/1/2010 to 7/31/2012.

2. Approval of Certification of Revenues as certified by the County Auditor for the Office of Border Health-EWIDS Contract.

3. Requesting approval of the attached Office of Border Health-EWIDS Contract Budget and Salary Schedule for the period 8/1/2010 to 7/31/2012 (Acct # 0-1293-441-10-340-028-2).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-028-2-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $150,000 for the Office of Border Health - EWIDS Grant Contract for FY 2010. Grant period is from 8/1/10 to 7/31/12.

Revenue account# 0-1293-334-10-340-028-2-000 Office of Border Health - EWIDS Revenues

Attachments

Link: Contract

Link: Certification of Revenues

Link: Worksheet & salary schedule

Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2010 08:58 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/16/2010 03:29 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	07/16/2010 04:55 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Dan Beltran Started On: 07/14/2010 04:49 PM

Final Approval Date: 07/16/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-035483 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $150,000.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 08/01/2010 and ends on 07/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2010-035483-001 Office of Border Health

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

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

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

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

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

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

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

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

HIDALGO COUNTY

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

CONTRACT NO. 2010-035483
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000364360
CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Office of Border Health

TERM:08/01/2010 THRU: 07/31/2012

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Budget Period (BP) 10 Extension Cooperative Agreement Work Plan for Public Health Emergency Preparedness (PHEP) (Funding Opportunity AA154). Contractor shall assist DSHS in the implementation of CDC Early Warning Infectious Disease Surveillance (EWIDS) along the Texas-Mexico border through active surveillance, exercises, and training of personnel.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

- Budget Period 10 Extension funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf)
- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The CDC PHEP BP10 Extension funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the contractor incurs in fulfilling its matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The PHEP Contractor is required to provide matching funds for CDC PHEP BP10 Extension not less than 10% of costs ($1 for each $10 of federal funds provided to the PHEP Contractor by DSHS). Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/docs/2009Original.doc) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match,

including methods and sources, must be included in the Contractor's contract budget and PHEP Contractor must follow procedures for generally accepted accounting practices and meet audit requirements.

The following documents are incorporated by reference and made a part of this Program Attachment:

- FY 2011 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period Early Warning Infectious Disease Surveillance (EWIDS), attached as Exhibit A; and
- Contractor's FY 2011 Applicant Information and Budget Detail for FY 2011.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined in the attached Exhibit A, Project Period Public Health Emergency Preparedness Work Plan for Local Health Departments Early Warning Infectious Disease Surveillance (EWIDS).

All activities in the Exhibit A, FY 2011 Public Health Emergency Preparedness Work Plan for Local Health Departments Project Period EWIDS, must be completed by July 31, 2011.

SECTION III. SOLICITATION DOCUMENT:

Exempt ; Governmental entity.

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13A) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13A can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street

PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

> Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Payment Methods and Restrictions** Article, is revised to add the following:

> Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13A) and acceptable supporting documentation as indicated in the attached Exhibit A.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

> DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

> For the purposes of this Program Attachment, vehicles and incentive items are not an allowable cost.

General Provisions, **General Terms** Article, **Amendment** Section, is amended to include the following:

> Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions, **General Terms** Article, **Contractor's Request for Revision of Certain Contract Provisions** Section, is amended to include the following:

> Contractor is not required to submit a Contract Revision Request for a change in previously approved equipment when substituting an equivalent equipment item (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer). All requirements pertaining to Equipment, not otherwise amended in this Program Attachment, remain in effect.

General Provisions, **Compliance and Reporting** Article, **Statutes and Standards of General Applicability** Section, is amended to include the following:

> Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

EXHIBIT A

FY2011

PUBLIC HEALTH EMERGENCY PREPARDNESS WORK PLAN FOR LOCAL HEALTH DEPARTMENTS
PROJECT PERIOD EARLY WARNING INFECTIOUS DISEASE SURVEILLANCE (EWIDS)

DEFINITIONS

IMPLEMENTATION - includes all steps necessary to complete the tasks; installation, training, and technical assistance.

PUBLIC HEALTH - Public health is the effort to protect, promote, maintain and restore a population's health.

PUBLIC HEALTH EMERGENCY - An immediate threat from a naturally occurring or intentional event 1) that poses a high risk of fatalities or serious long-term disability to large numbers of people, and/or 2) where there is substantial risk of public exposure because of a high level of contagion and the particular means of transmission of the infectious agent.

PUBLIC HEALTH INFORMATION NETWORK (PHIN) – Proposed to advance a fully capable and interoperable information system for public health. PHIN is a national initiative to implement a multi-organizational business and technical architecture for public health information systems which includes web-based and radio based communications with multiple levels of redundancy.

PUBLIC HEALTH PREPAREDNESS - Public health preparedness is the capacity of public health jurisdictions to respond to a public health emergency. The CDC Cooperative Agreement enables public health jurisdictions to upgrade their preparedness and response capacity.

STANDARD OPERATING GUIDELINES (SOG)/STANDARD OPERATING PROCEDURES (SOP) - Approved methods for accomplishing a task or set of tasks and are typically prepared at the department or agency level.

CDC PREPAREDNESS GOAL 2: PREVENT

GOAL: Decrease the time needed to classify health events as terrorism or naturally occurring in partnership with other agencies.

2A: Target Capability: Intelligence/Information Sharing and Dissemination

MEASURE

1) Time to have a knowledgeable public health professional respond 24/7 to a call about an event that may be of urgent public health consequence. **Jurisdictional Target - Mean = 15 minutes**
2) Time to initiate an epidemiologic investigation of an event that may be of urgent public health consequence. **Jurisdictional Target - mean = 1 hour from notification of an event that may be of urgent public health consequence.**
3) Percent of Pulsed Field Gel Electrophoresis (PFGE) sub-typing data results submitted to the PulseNet national database within 96 hours of receiving isolate at the laboratory. **Jurisdictional Target - 90% of PFGE sub-typing data results are submitted to PulseNet within 96 hours.**

REQUIRED CRITICAL TASKS DEFINED IN CDC GUIDANCE	PERFORMING AGENCY REQUIRED ACTIVITIES
Critical Task (CT) 2: Work with states and provinces across the international border to develop and agree on a list of notifiable conditions and distinguish between select conditions that require immediate reporting to the public health agency (at a minimum, CDC Category A agents) and conditions for which a delay in reporting is acceptable. For those where a delay is acceptable, describe time frames for notification.	CT 2: Continue to work with state and local government on both sides of the Texas Mexico border to review annually the agreed upon binational list of notifiable conditions and refine the process of information sharing.
CT 3: Develop or improve infectious disease surveillance in a uniform manner along and across the international border by establishing a network of hospitals, clinics, epidemiologists and laboratories to conduct active sentinel surveillance for emerging infectious diseases and syndromes such as SARS, West Nile Virus, and fever and	CT 3: Continue to work with state and local government on both sides of the Texas Mexico border to conduct active sentinel surveillance for emerging diseases, continue to use early event detection systems currently in place along the Texas/Mexico border, assist in the deployment of early event detection systems in OASPR funded hospitals along the Texas/Mexico border and work to enhance active

rash syndromes. CT 6: Assess the timeliness and completeness of your reportable disease surveillance system at least once a year for detecting and reporting outbreaks of infectious diseases in the border region. CT 7: Formulate, develop and, when feasible, test a bi-national 24/7 infectious disease reporting plan that extends its coverage area to jurisdictions on both sides of the border. State, provincial and/or priority local/tribal public health agencies develop/implement a cross-border early event detection system that: • receives immediately notifiable condition and emergent public health threat reports 24/7/365 • immediately notify the agency-designated public health professional 24/7/365 • have the agency-designated public health professional promptly respond to immediately notifiable condition or emergency public health threat reports 24/7/365 • receive reportable disease reports 24/7/365 CT 8: Conduct joint, cross-border assessments of information technology capabilities essential to infectious disease surveillance. CT 9: Collaborate with public health officials in border jurisdictions to identify how infectious disease outbreak information can be most rapidly and effectively shared across the border. Together, border jurisdictions should explore the interoperability of information technology systems, i.e., the ability of different types of computers, networks, operating systems, and applications to work	surveillance projects along the Texas/Mexico border. CT 6: Develop and implement a quality assurance process based on standardized guidelines to assess annually the timeliness and completeness of disease surveillance systems. CT 7: Work with state and other local governments to promote the increase of connectivity to rural hospitals and clinics along the Texas/Mexico border and to promote the use of the Public Health Information Network to create additional peer to peer links along and across the Texas/Mexico border. CT 7a: Annually test the 24/7 infectious disease reporting plan. CT 7b: Work with state and other local governments to develop a binational 24/7 infectious disease reporting plan. CT 8: Work with the state and local governments on both sides of the Texas Mexico border to develop a binational assessment of information technology capabilities. CT 9: Work with the state and local governments on both sides of the Texas Mexico border to identify how infectious disease outbreak information is currently shared and increase the interoperability of information technology systems.

together effectively. Jurisdictions on both sides of the border should work towards ensuring the connectivity and interoperability, both vertically and horizontally, of their surveillance and epidemiology relevant information technology (IT) systems.	
CT10: Working with jurisdictions across the border, establish a secure, Web-based communications system that provides for rapid and accurate reporting and discussion of disease outbreaks and other acute health events that might suggest bioterrorism. Include provision for routine communications (e.g., Web, e-mail) and contingency plans for communication systems' failure and alert capacity for emergency notification (e.g., phone, pager) of key staff of counterpart agency across the border.	CT 10: Work with state and other local governments to promote the use of Epi-X along the Texas/Mexico border and participate in the joint effort in writing the contingency plan for redundant communication systems.
CT11: Work with states, tribes and provinces along the international border to help train personnel regarding notifiable diseases, conditions, syndromes and their clinical presentations, and reporting requirements and procedures, including those conditions and syndromes that could indicate a bioterrorist event.	CT 11: Invite Mexico partners to participate in exercises and trainings occurring along the Texas Mexico border.
CT12: Conduct joint infectious disease surveillance exercises involving a broad range of appropriate participants from both sides of the international border. This exercise should involve not only border health departments but, where feasible, local hospitals, tribal and Public Health Service health facilities, hospital laboratories, major community health care institutions, emergency response agencies, and public safety agencies in order to respond in a coordinated manner.	CT 12: Continue to conduct or participate in joint infectious disease surveillance exercises. Track trainings held and training participation.

CDC PREPAREDNESS GOAL 5: INVESTIGATE

Goal: Decrease the time to identify causes, risk factors, and appropriate interventions for those affected by threats to the public's health

TARGET CAPABILITY 5A: Epidemiological Surveillance and Investigation

PERFORMANCE MEASURES:

1) Time for state public health agency to notify local public health agency, or local to notify state, following receipt of a call about an event that may be of urgent public health consequence. **Jurisdictional Target: Mean = 60 minutes from notification of an event that may be of urgent public health consequence**

CRITICAL TASKS DEFINED IN CDC GUIDANCE	PERFORMING AGENCY REQUIRED ACTIVITIES
CT 1: Develop the capability to undertake joint epidemiological investigations of infectious disease outbreaks along the international border. Such capability should include the ability to jointly: • assess the seriousness of the threat and rapidly mobilize in response to an emergency • investigate to identify causes, risk factors, and appropriate interventions • coordinate the tracking of victims, cases, contacts, exposures, prophylaxes, treatments, and patient disposition. • contribute information directly to the public, including special populations, that explains and informs about risk and appropriate courses of action.	CT 1: Continue to receive, evaluate and respond to urgent disease reports on a 24/7/365 basis by maintaining and revising as needed contact protocols, sharing updates with local, regional, and state partners, and assuring public access to reporting resources. CT 1a: Continue to maintain or have access to professional epidemiologist to conduct investigations along the Texas/Mexico border. CT 1b: Continue to provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border.

CT 2: Continue to convene binational surveillance and epidemiology planning workshops to discuss and plan cross-border surveillance and/or epidemiology related activities. Such activities should, where feasible, involve a collaborative and regional approach with neighboring US border states, appropriate tribal nations as well as Mexico or Canada (as appropriate).	CT 2: Continue to offer binational and epidemiological workshops annually.
CT 3: Conduct capable field epidemiologic investigations, rapid needs assessments, exposure assessments, and response	CT 3: Continue to maintain or have access to an appropriate level of expertise to conduct epidemiological investigations along the Texas/Mexico border. CT 3a: Provide education/updates to stakeholders in epidemiological investigations and surveillance along the Texas/Mexico border. CT 3b: Continue to maintain capability to conduct rapid public health needs assessments along the Texas/Mexico border.

2010-035483-001

Categorical Budget:

PERSONNEL	$124,614.00
FRINGE BENEFITS	$38,861.00
TRAVEL	$1,928.00
EQUIPMENT	$0.00
SUPPLIES	$160.00
CONTRACTUAL	$0.00
OTHER	$300.00
TOTAL DIRECT CHARGES	$165,863.00
INDIRECT CHARGES	$0.00
TOTAL	$165,863.00
DSHS SHARE	$150,000.00
CONTRACTOR SHARE	$15,863.00
OTHER MATCH	$15,863.00

Total reimbursements will not exceed $150,000.00

Financial status reports are due: 11/30/2010, 03/02/2011, 05/30/2011, 08/30/2011, 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2010-035483
Application or Contract Number

HIDALGO COUNTY
Organization Name

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

July 16, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$150,000.00	2010-035483-001 Office of Border Health

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/16/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 138TH 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.

HIDALGO COUNTY

Department Of Budget And Management

2010 SALARY SCHEDULE

1293-441-10-340-028-

BORDER HEALTH EWIDS

Slot #	Obj #	EMPLOYEE NAME	POSITION TITLE	GRADE	STEP	GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMP.
									Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIANA RUIZ	BI-NAT SURVEILLANCE LIAISON	6	2	$28,231.00	$28,231.00	$28,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,250.00
0002	113	NANCY NIETO	DATA ENTRY CLERK III	5	4	$27,908.00	$27,908.00	$28,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,250.00
0004	113	LILIBETH GARCIA	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$42,884.00	$43,489.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,489.00
		Total:				$99,023.00	$99,023.00	$99,989.00	$0.00	$0.00	$0.00	$0.00	$0.00	$99,989.00

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
OFFICE OF BORDER HEALTH-EWIDS EMPLOYEE SALARY SCHEDULE
0-1293-441-10-340-028-2

Term: 08/1/2010 - 7/31/2011

Slot #	Employee Name	Employee Title	Salary 8/1/2010 12/31/2010	Salary 1/1/2011 7/31/2011	Salary for 12 month Grant Period
028-0001		Technician-Surveillance	$ 12,610.00	$ 18,536.74	$ 31,146.74
028-0002		Technician-Surveillance	$ 12,610.00	$ 18,536.74	$ 31,146.74
028-0004		LVN-Surveillance	$ 20,204.58	$ 29,700.74	$ 49,905.32
	EWIDS Salary				**$ 112,198.80**
	FICA	7.65%			$ 8,583.21
	Retirement	8.92%			$ 10,008.13
	Unemployment	0.50%			$ 560.99
	Worker's Comp.	3.27%			$ 3,668.90
	Health Insurance	$4,164/Yr.			$ 12,492.00
	Life Insurance	$33/Yr.			$ 99.00
	Ewids Fringe Benefit		**$ -**	**$ -**	**$ 35,412.24**
	EWIDS Sal/FB		**$ -**	**$ -**	**$ 147,611.04**

DATE: July 14, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-10-340-028-2 Office of Border Health-EWIDS Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-10-340-028-2-113	Regular F/T Employees	$ 112,199.00
0-1293-441-10-340-028-2-211	Health Insurance	$ 12,492.00
0-1293-441-10-340-028-2-212	Life Insurance	$ 99.00
0-1293-441-10-340-028-2-220	FICA	$ 8,583.94
0-1293-441-10-340-028-2-230	Retirement	$ 10,008.15
0-1293-441-10-340-028-2-250	Unemployment Comp	$ 561.00
0-1293-441-10-340-028-2-260	Workers Comp	$ 3,668.91
0-1293-441-10-340-028-2-583	Travel Out of County	$ 1,928.00
0-1293-441-10-340-028-2-584	Registration Fees	$ 300.00
0-1293-441-10-340-028-2-601	Office & Computer Supplies	$ 160.00
	TOTAL BUDGET	$ 150,000.00

INCREASE REQUEST $

Revenue Account # 0-1293-334-10-340-028-2-000 $ 150,000.00

REASON: Implement Office of Border Health-EWIDS Budget for the period 8/1/2010 - 7/31/2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-22005 **11.D.**

Health Division - FY 2010 SDI Contract Amendment

CC REGULAR

Date:	07/20/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached amended FY 2010 SDI Contract #2010-033069, Attachment #001B, in the amount of $894.00 for a total of $401,978.00 for the period 9/1/2009 to 8/31/2010.

2. Approval of Certification of Revenues as certified by the County Auditor for the SDI Contract.

3. Request approval of the attached amended FY 2010 SDI Budget for the period 9/1/2009 to 8/31/2010 (Acct #0-1293-441-00-340-018-0).

BACKGROUND

Reference

AI# 17150 09-1-09	#033069	227,441
AI# 18933 12-15-09	#033069	173,643
AI# 22005 07-20-10	#033069	894
		401,978

AI# 17270 09-8-09 #031731 165,909

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-018-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $894.00 for the SDI Grant Contract for FY 2010. Grant period is from 9/1/09 to 8/31/10.

Revenue account# 0-1293-334-10-340-018-0-000 SDI Revenues

Attachments

Link: Contract

Link: Certification of Revenues

Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2010 08:12 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/16/2010 02:24 PM	APRV
3	Auditor's Office	Monica Badillo	07/16/2010 05:17 PM	APRV

Form Started By: Dan Beltran Started On: 07/13/2010 12:54 PM

Final Approval Date: 07/16/2010

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor) agree to amend Program Attachment # 001A (Program Attachment) to Contract # 2010-033069 (Contract) in accordance with this Amendment No. 001B: SDI - FEE FOR SERVICE, effective 07/07/2010.

The purpose of this amendment is to **increase contract due to realignment of FY10 funds.**

Therefore, DSHS and Contractor agree as follows:

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2010-033069 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Change Program Attachment Number as follows:

PROGRAM ATTACHMENT NO. ~~**001A**~~ 001B

SECTION II PERFORMANCE MEASURES, second paragraph, is revised to read as follows:

Contractor shall provide services to at least ~~**1931**~~ 1978 unduplicated clients.

SECTION VII BUDGET is revised to read as follows:

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: 93.994; State

Contractor may bill up to the maximum amount specified in the table below for each of the services funded by this Program Attachment. Total payments will not exceed ~~**$401,084.00**~~ 401,978.00.

TITLE V MCH FEE-FOR-SERVICE	$34833.00
TITLE V FAMILY PLANNING FEE-FOR-SERVICE	$208722.00
TITLE XX	$894.00
PRIMARY HEALTH CARE	$0.00
TUBERCULOSIS ELIMINATION	$157529.00

Department of State Health Services

_____
Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

_____
Signature of Authorized Official

Date: _____

Name: _____

Title: _____

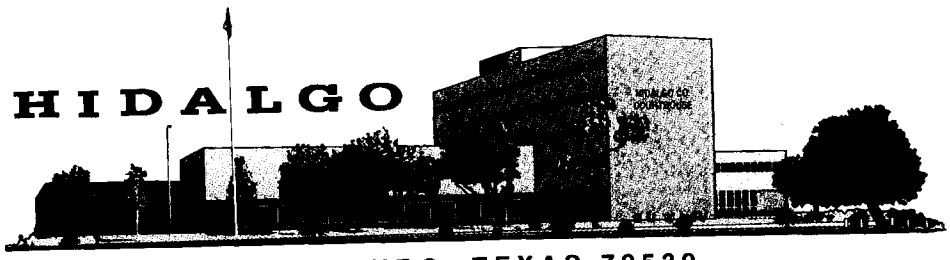
Address: _____

_____

Phone: _____

Email: _____

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

July 14, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an amendment to grant award 2010-033069 from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$894.00	2010-033069-001B SDI – Fee for Service

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/14/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: July 13, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-018-0 FY 2010 SDI Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-018-0-601	Office Supplies	$ 894.00
	TOTAL BUDGET	$ 894.00

INCREASE REQUEST $

Revenue Account # 0-1293-334-10-340-018-0-000 $ 894.00

REASON: Implement amended FY10 SDI Contract Budget for the period 9/1/2009 - 8/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-21992 **12.A.**

2010 Interlocal Cooperation Agreement Between Cities and Hidalgo County

CC REGULAR

Date: 07/20/2010
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 Agreement:
1. City of San Juan

BACKGROUND

Rural Fire Services Agreement approved by CC 4/28/10 (AI-15198)
1. City of San Juan (1) Original

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-018-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance of $19,950.00 as of 07/15/10.

Attachments

Link: 2010 San Juan Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2010 11:02 AM	APRV
2	Roland Garcia	Rolando Garcia	07/15/2010 03:03 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Yolanda Orozco — Started On: 07/12/2010 02:13 PM

Final Approval Date: 07/16/2010

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 25th day of May 2010, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of San Juan, 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 25th 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 25th May 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 San Juan
709 S. Nebraska
San Juan, Texas 78589

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** 5-25-10

ATTEST:

_____
City Secretary

City of San Juan

By: _____
Juan J. Rodriguez, City Manager

COUNTY OF HIDALGO

_____
Rene A. Ramirez, County Judge

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

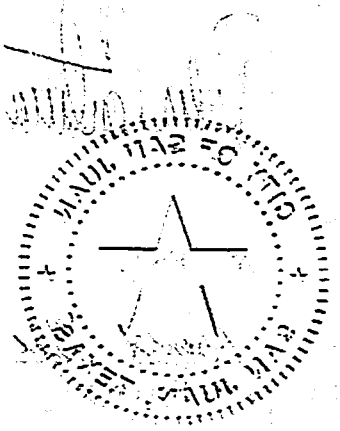
Approved as to Form:

Atlas & Hall, LLP

By: _____
Stephen L. Crain

Approved as to Form:
City of San Juan

By: _____
Jerry Munoz, City Attorney



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:

_____

_____

_____

_____

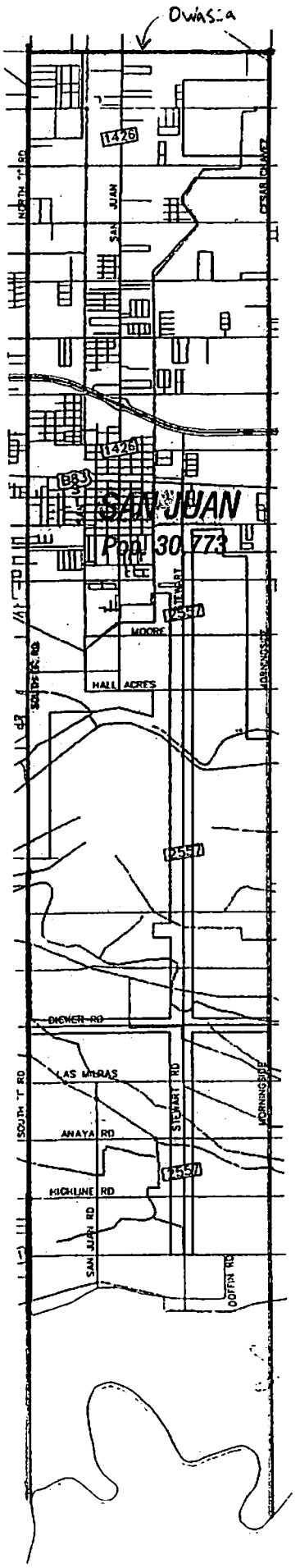
Incident Commander: _____ Report Prepared by: _____

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


Owasa
1426
SAN JUAN
Pop 30,773
MOORE
HALL ACRES
DICKER RD
LAS MILPAS
ANAYA RD
HIGHLINE RD
SAN JUAN RD
STEWART RD
MORNINGSIDE
DOFFIN RD
SOUTH "I" RD
2557

AI-22065 **13.A.**

Roadway Dedication- Trinidad Lane

CC REGULAR

Date:	07/20/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration, action and/or approval to accept the dedication of Trinidad Lane through Special Warranty Deed to be included in the County Wide Roadway System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Trinidad lane

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2010 03:10 PM	APRV
2	Olga Garza	Olga Garza	07/16/2010 03:53 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW
Form Started By: Sandra Garcia			Started On: 07/16/2010 03:01 PM	
Final Approval Date: 07/16/2010				

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: July 13, 2010

Grantors: Norma Linda Tovar, Jose Cantu and wife Alicia Cantu, Juanita Alcantar, Carlos ands Ernestina Perez

Grantor's Mailing Address:

C/o Jose &
Alicia Cantu
1025 W. St
Jude Ave Alton,
Texas 78573
Hidalgo County

Grantee: County of Hidalgo, State of Texas

Grantee's Mailing Address:

lOO N. Closner
Edinburg, Texas 78539
Hidalgo County

Consideration:

TEN AND NO/]00 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A" Attached Hereto

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2010, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty , grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

When the context requires, singular nouns and pronouns include the plural.

Norma L. Tovar
Name: Norma Linda Tovar

Name: Jose Cantu

Jose B Cantu
Name: Alicia Cantu

Alicia Cantu San Juanita Alcantar
Name: ~~San Juanita Alcantar~~ San Juanita Alcantar

Carlos Perez
Name: Carlos Perez

Ernestina Perez
Name: Ernestina Perez

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 14, 2010, by Norma Linda Tovar.

Airika Stevens
Notary Public, State of Texas

AIRIKA STEVENS
Notary Public, State of Texas
My Commission Expires
04-26-2012

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 14, 2010, by Jose and Alicia Cantu.

Airika Stevens
Notary Public, State of Texas

AIRIKA STEVENS
Notary Public, State of Texas
My Commission Expires
04-26-2012

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 14, 2010 , by San Juanita Alcantar.

Notary Public, State of Texas

AIRIKA STEVENS
Notary Public, State of Texas
My Commission Expires
04-26-2012

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 14, 2010, by Carlos and Ernestina Perez.

Notary Public, State of Texas

AIRIKA STEVENS
Notary Public, State of Texas
My Commission Expires
04-26-2012

LAND SURVEYORS

LLC

Revised: July 2, 2010

METES AND BOUNDS DESCRIPTION
0.75 OF ONE ACRE OF LAND
WEST ADDITION TO SHARYLAND SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 0.75 of one acre (32649 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 45-4, WEST ADDITION TO SHARYLAND SUBDIVISION**, map reference: Volume 1, Page 56, H.C.M.R., and said 0.75 of one acre (32649 square feet) also being more particularly described as follows;

COMMENCING on the southwest corner of said Lot 45-4 and the right-of-way of Mile 6 North Road; THENCE S 81° 26' 25" E, along the South line of said Lot 45-4 and the right-of-way of said Mile 6 North Road, a distance of 140.15 feet; THENCE N 08° 33' 35" E, a distance of 20.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said Mile 6 North Road, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE N 08° 33' 35" E, a distance of 1004.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the South line of a tract deeded to Luis Alcantar and Hilda Alcantar, recorded in Volume 1705, Page 288, H.C.D.R., for the northwest corner of this tract;

THENCE S 81° 26' 25" E, along the South line of said Alcantar tract, a distance of 30.00 feet to a ½" iron rod found, for a point of curvature and the northern most outside corner of this tract;

THENCE, with said curve to the right with a radius of 40.00 feet, an interior angle of 168° 27' 47", a tangent of 395.96 feet, an arc length of 117.61 feet, and a chord the bears S 02° 47' 28" W a distance 79.59 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a reverse curvature of this tract;

THENCE, with said curve to the left with a radius of 10.00 feet, an interior angle of 78° 27' 47", a tangent of 8.16 feet, an arc length of 13.69 feet, and a chord the bears S 47° 47' 28" W a distance 12.65 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of tangency and an inside corner of this tract;

THENCE S 08° 33' 35" W, a distance of 915.01 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said Mile 6 North Road, for the southeast corner of this tract;

THENCE N 81° 26' 25" W, along the North right-of-way line of said Mile 6 North Road, a distance of 30.00 feet to the **POINT OF BEGINNING** containing 0.75 of one acre (32649 square feet) of land, more or less.

Bearing basis as per **WEST ADDISTION TO SHARYLAND SUBDIVISION**, Recorded in Volume 1, Page 56, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON MAY 21, 2010

STATE REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors LLC

EXHIBIT "A" 1 of 2

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

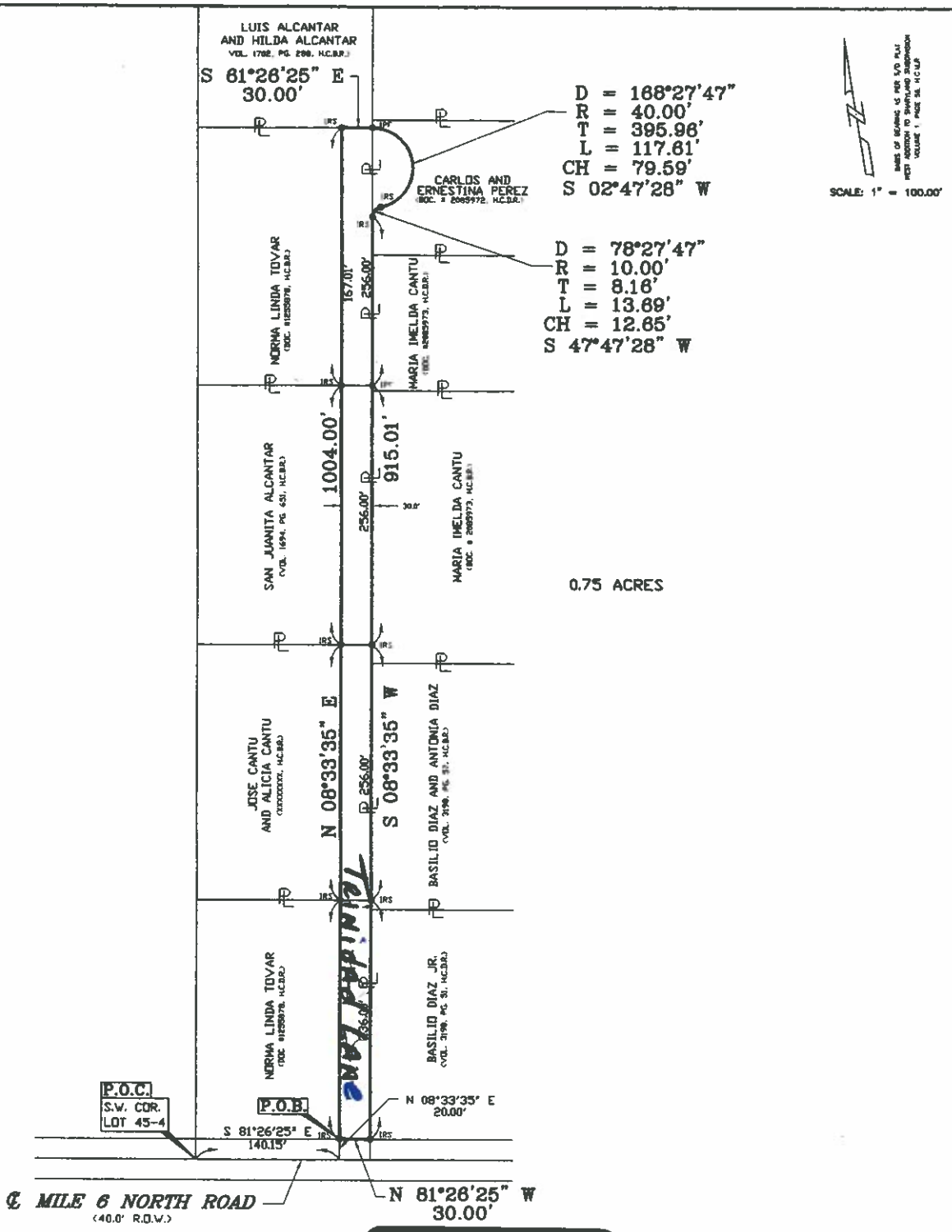


EXHIBIT "A"
2 of 2

tabbies

LEGEND

℄	= PROPERTY LINE
IPF	= FOUND IRON PIPE
IRS	= SET IRON ROD
R.O.W.	= RIGHT OF WAY
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
N.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

FLOOD DESIGNATION

The flood designation for this property is "Zone X", which are "Areas of 500-year flood; areas of 100-year flood with average depths of less than one (1) foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood". As per F.E.M.A.'s Flood Insurance Rate Map Panel No.

480334 0295 D

Map Revised: June 6, 2000

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

NOTES

1. If this survey does not bear an original seal and signature, it is INVALID as per Section 563.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.

LEGAL DESCRIPTION

This plat is a true and correct representation of a survey made on the ground of the property located at: MILE 6 NORTH ROAD AVE. Hidalgo County, Texas, described as follows: 0.75 ACRE OUT OF LOT 45-4 WEST ADDITION TO SHARYLAND SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 56, Map Records, Hidalgo County, Texas.

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by CVQ Land Surveyors, LLC
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PROJECT INFORMATION

SURVEYED DATE:	05/21/10
JOB No.:	100512
DRAWN BY:	GTG
CHECKED BY:	C.V.
REVISIONS:	07/02/10
	RIGHT-OF-WAY

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above legal description and correct representation of the land as surveyed on June 21, 2010, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR
STATE OF TEXAS


GIS Homepage & Disclaimer
Find Address
Find Subdivision
Find Intersection
Find Quick Ref
Find Colonia
Print
45-3
45-4
19
19P
R318589
R528892
R528891
R318588
R528893
R318586
R318590
R528889
R318587
R318591
R318594
R528887
R589791
R458893
R318599
R641781
R641782
R318598
R318693
R318595
R638188
R638187
R638188
R318690
R318691
R318693
R347202
R318691
JOE'S
PLACE

We Norma Linda Tovar, Jose and Alicia Cantu, San Juanita Alcantar, Carlos and Ernestina Perez all agree that the street shall be named Trinidad Lane.

Norma L. Tovar
Norma Linda Tovar

Jose D. Cantu
Jose Cantu

Alicia Cantu
Alicia Cantu

San Juanita Alcantar
San Juanita Alcantar

Carlos Perez
Carlos Perez

Ernestina Perez
Ernestina Perez

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 14, 2010 by Norma Linda Tovar.

IMELDA CANTU
Notary Public, State of Texas
My Commission Expires
June 14, 2011

Imelda Cantu
Notary Public for the State of Texas

AI-22003 **14.A.**

DATACARD REQUEST

CC REGULAR

Date: 07/20/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department **Sub-category:** IT Department

Information

CAPTION

Health Department:
1. Authorization to purchase through the County's membership/participation with CONTRACT: through(requisition # 177954) HGAC CW05-02 with awarded vendor SPRINT for the following services:

Quantity:	Description:	Equipment Cost:	Monthly Service:	Notes:
5	Novatel Sprint MIFI 2200	$0	5 @ $42.99 = $214.95 X 9 = $1,934.55	Data Cards will be for various employee use

2. Approval of the attached cell phone request form under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-042-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in requisition#177954 (object code 532) $1,934.55 for Sprint.

Attachments

Link: Request Forms
Link: Requisition 177954

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		07/16/2010 05:17 PM	PEND
2	Manuel Chapa	Manuel Chapa	07/16/2010 10:07 AM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Griselda Salazar Started On: 07/13/2010 10:33 AM

Final Approval Date: 07/16/2010

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other: _____

(4) Describe how the use of this cell phone will benefit the county: _____

_____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Eduardo Olivarez - for various employee use

Department #: 340 Employee ID #: _____ Office: Health

Service: $42.99 /mo (x) 9 months = $386.91 Account: 9-1293-441-00-340-042-0-532

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

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☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

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Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

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Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

_____ Eduardo Olivarez 11/5/09

Signature Print Name Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 12/10/09

Signature Print Name Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☑ Data card ☐ GPS ☐ Blackberry ☐ Other:

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Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☐ Equipment Replacement

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(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity:_____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

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Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Signature	Eduardo Olivarez Print Name	11/5/09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	12/10/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00177954

PO #

Date: 06/25/10

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

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

Contact: RSALINAS
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT # HGAC CW05-02		
		DO NOT DUPLICATE ORDER		
5.00	EACH	DATA CARDS NOVATEL MIFI 2200 EQUIPMENT	99.99	499.95
9.00		SERVICE FOR DATA CARDS MONTHLY DATA SERVICES FOR MIFI 2200 @ $42.99 EACH CARD X 5= $214.95 X 9 MONTHS	214.95	1,934.55
		Account No	Encumbrance	
		0-1293-441-00-340-042-0-532	1,934.55	
		0-1293-441-00-340-042-0-619	499.95	
			Freight	.00
			Total	2,434.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-22004 **15.A.**

City of Penitas - Street Improvements project

CC REGULAR

Date:	07/20/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The City of Peñitas requests approval from Hidalgo County Commissioners' Court to reject all bids submitted and re-advertise for the UCP YR 21 (2008) City of Peñitas Street Improvements project at Barcelona and Espanola Heights.

BACKGROUND

Upon determination made by the Peñitas City Council, the project will be re-advertised due to the lack of adequate bid participation received because of Hurricane Alex.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: street improvements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/13/2010 10:51 AM	APRV
2	Perla Lopez	Perla Lopez	07/15/2010 09:34 AM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Estella Webber — Started On: 07/13/2010 10:37 AM

Final Approval Date: 07/16/2010

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Juan Ortiz
City Secretary Dina Garcia

CITY OF PEÑITAS

July 08, 2009

Fax 956-787-5291

Mr. Tony Barco, CDBG Manager
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Ref: Rejection of bids for Barecelona & Espanola Heights project

Dear Mr. Barco:

Please be informed that the City of Peñitas Council met last night in a regular scheduled meeting and voted to reject the bids and re-advertise for bids for this project. City council was informed that 8 different companies had pulled out plans and specs and based on that information plus the events with Hurricane Alex, City Council feels that we did not receive adequate bid participation. Please let me know if we need to meet to discuss this matter further. If you have any questions please call me at 581-3345. Thank you and your staff for all of your assistance.

Sincerely

Juan Ortiz
City Administrator

JUL 8 2009

CC: Saul Maldonado, Sames Engineering

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 30, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: 2008 -City of Peñitas – Street Improvements

BID NO: 5008-60-0311-5000-6000-UCP-CJA	**PROCURMENT SPECIALIST:**
Addendum No.1 Required	

BID # RFB#	NAME OF COMPANY	ACKNOWLEDEMENT OF ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Total Commitment LLC Mission, Tx	✓	$378,572.55	✓
#2	MF Site Construction, Inc. Weslaco, Tx	✓	$384,882.60	✓
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

AI-22015 **15.B.**

Line of Credit

CC REGULAR

Date:	07/20/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Frank Martinez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Resolution authorizing renewal of a Revolving Line of Credit with First National Bank of Edinburg for the Urban County Program.

BACKGROUND

Urban County Program is requesting approval to renew an existing $500,000 Line of Credit with First National Bank of Edinburg. The purpose of the Line of Credit is to help finance the costs of construction and general administration expenses prior to reimbursement from the Texas Department of Housing and Community Affairs and/or the Texas Department of Rural Affairs.

Fiscal Impact

Attachments

Link: credit resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2010 11:02 AM	APRV
2	Perla Lopez	Perla Lopez	07/16/2010 01:20 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW
Form Started By: Estella Webber			Started On: 07/14/2010 08:37 AM	
Final Approval Date: 07/16/2010				

RESOLUTION RENEWING A LINE OF CREDIT

WHEREAS, Hidalgo County Urban County Program has been awarded grants from the Texas Department of Housing and Community Affairs (TDHCA), Texas Deparment of Rural Affairs (TDRA), and from the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, there is a need to renew an existing line of credit in the amount of $500,000.00 for the purposes related to the administration and on-going business of these programs; and

WHEREAS, any amounts obtained from the line of credit will be re-paid directly from the corresponding TDHCA, TDRA or HUD programs.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Hidalgo County that the Urban County Program is authorized to renew a Line of Credit with the First National Bank of Edinburg, Texas in the amount of $500,000.00 at an interest rate so specified in the County's depository contract with First National Bank of Edinburg.

Signed the _____ day of _____, 2010

_____

County Judge

Attest:

_____

County Clerk

AI-22023 **16.A.**

Planning Department

CC REGULAR

Date:	07/20/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Appointment of Member for the Board of Building Line Adjustments
1. Lonnie Berry – Pct. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2010 02:35 PM	APRV
2	Olga Garza	Olga Garza	07/16/2010 10:22 AM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW
Form Started By: Nora Cavazos			Started On: 07/14/2010 01:27 PM	
Final Approval Date: 07/16/2010				

AI-22070 **17.A.**

Approval of deletions, creations, and transfers of employees from Pct. 1 to Constable Pct. 1

CC REGULAR

Date: 07/20/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Constable Avila
Department: BUDGET & MANAGEMENT
Agenda Category: Constables

Information

CAPTION

Constable Pct. 1/ Pct. 1 Sanitation:
1. Approval of position and employee transfers from Pct. #1 to Constable Pct. #1, as stated below:

From Dept.	Slot	Emp #	Position Title	To Dept.	Slot	Emp #	Position Title	Budgeted Salary
Sanitation Pct. 1	002	064084	Chief Deputy Constable Step I-Code Enforcement	Constable Pct. 1	009	064084	Chief Deputy Constable Step I-Code Enforcement	$45,980.00
Sanitation Pct. 1	003	140562	Deputy Constable Step II	Constable Pct. 1	010	140562	Deputy Constable Step II	$39,330.00
Sanitation Pct. 1	025	115444	Deputy Constable - Code Enforcement	Constable Pct. 1	011	115444	Deputy Constable - Code Enforcement	$38,000.00
Sanitation Pct. 1	026	083623	Deputy Constable Step I- Code Enforcement	Constable Pct. 1	012	083623	Deputy Constable Step I- Code Enforcement	$38,000.00

2. Approval of interdepartmental transfers.
3. Approval of revised salary schedules.

BACKGROUND

Funding (salaries and fringes) for transfer of positions is pending approval of interdepatrmental transfers. See attachments.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-291-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding (salaries and fringes) for transfer of positions is pending approval of interdepatrmental transfers. See attachments.

Attachments

Link: fiscal note
Link: interdepartmental transfer
Link: Pct. 1 sanitation revised salary schedule
Link: Pct. 1 constable revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/16/2010 04:47 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 04:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/16/2010 05:06 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Sylvia Solis Started On: 07/16/2010 04:03 PM

Final Approval Date: 07/16/2010

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: 22070

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 20, 2010

Summary of request/proposal:
Constable Pct. 1/ Pct. 1 Sanitation:
Approval of position and employee transfers from Pct. #1 to Constable Pct. #1 as stated below:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Chief Deputy Constable Step I- Code Enforcement	0002	113	45,980.00	0.00	(45,980.00)
1100	Deputy Constable Step II	0003	113	39,330.00	0.00	(39,330.00)
1100	Deputy Constable - Code Enforcement	0025	113	38,000.00	0.00	(38,000.00)
1100	Deputy Constable Step I-Code Enforcement	0026	113	38,000.00	0.00	(38,000.00)
			TOTAL:	161,310.00	0.00	(161,310.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-432-00-121-001-0- 113	SANITATION PCT. 1 - REG F/T EMPLOYEES	($73,547.47)
0-1100-432-00-121-001-0- 115	SANITATION PCT. 1 - LONGEVITY PAY	($225.00)
0-1100-432-00-121-001-0- 117	SANITATION PCT. 1 - SUPPLEMENTAL PAY	($2,562.73)
0-1100-432-00-121-001-0- 211	SANITATION PCT. 1 - HEALTH INSURANCE	($4,936.84)
0-1100-432-00-121-001-0- 212	SANITATION PCT. 1 - LIFE INSURANCE	($49.24)
0-1100-432-00-121-001-0- 220	SANITATION PCT. 1 - FICA	($5,847.31)
0-1100-432-00-121-001-0- 230	SANITATION PCT. 1 - RETIREMENT	($7,276.65)
0-1100-432-00-121-001-0- 250	SANITATION PCT. 1 - UNEMPLOYMENT COMP	($382.18)
0-1100-432-00-121-001-0- 260	SANITATION PCT. 1 - WORKER'S COMP	$0.00
	2010 Budgetary Impact	($94,827.42)

2011 Budgetary Impact: ($208,974.63)

Possible Funding Sources: NO BUDGETARY IMPACT.

Constable Pct. 1

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Chief Deputy Constable Step I- Code Enforcement	0009	113	0.00	45,980.00	45,980.00
1100	Deputy Constable Step II	0010	113	0.00	39,330.00	
1100	Deputy Constable - Code Enforcement	0011	113	0.00	38,000.00	38,000.00
1100	Deputy Constable Step I-Code Enforcement	0012	113	0.00	38,000.00	38,000.00
			TOTAL:	0.00	161,310.00	161,310.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-421-00-291-001-0- 113	CONSTABLE PCT. 1 - REG F/T EMPLOYEES	$73,547.47
0-1100-421-00-291-001-0- 115	CONSTABLE PCT. 1 - LONGEVITY PAY	$225.00
0-1100-421-00-291-001-0- 117	CONSTABLE PCT. 1 - SUPPLEMENTAL PAY	$2,562.73
0-1100-421-00-291-001-0- 211	CONSTABLE PCT. 1 - HEALTH INSURANCE	$4,936.84
0-1100-421-00-291-001-0- 212	CONSTABLE PCT. 1 - LIFE INSURANCE	$49.24
0-1100-421-00-291-001-0- 220	CONSTABLE PCT. 1 - FICA	$5,847.31
0-1100-421-00-291-001-0- 230	CONSTABLE PCT. 1 - RETIREMENT	$7,276.65
0-1100-421-00-291-001-0- 250	CONSTABLE PCT. 1 - UNEMPLOYMENT COMP	$382.18
0-1100-421-00-291-001-0- 260	CONSTABLE PCT. 1 - WORKER'S COMP	$0.00
	2010 Budgetary Impact	$94,827.42

2011 Budgetary Impact: $208,974.63

Possible Funding Sources: AVAILABLE FUNDS, PENDING INTERDEPARTMENTAL TRANSFER FROM PCT. 1 SANITATION TO CONSTABLE PCT. 1

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: July 19, 2020

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 1

ACCOUNT NUMBER: 0-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-431-00-121-001-0-	113	SANITATION PCT. 1 -	REG F/T EMPLOYEES	(73,547.47)
0-1100-431-00-121-001-0-	115	SANITATION PCT. 1 -	LONGEVITY PAY	(225.00)
0-1100-431-00-121-001-0-	117	SANITATION PCT. 1 -	SUPPLEMENTAL PAY	(2,562.73)
0-1100-431-00-121-001-0-	211	SANITATION PCT. 1 -	HEALTH INSURANCE	(4,936.84)
0-1100-431-00-121-001-0-	212	SANITATION PCT. 1 -	LIFE INSURANCE	(49.24)
0-1100-431-00-121-001-0-	220	SANITATION PCT. 1 -	FICA	(5,847.31)
0-1100-431-00-121-001-0-	230	SANITATION PCT. 1 -	RETIREMENT	(7,276.65)
0-1100-431-00-121-001-0-	250	SANITATION PCT. 1 -	UNEMPLOYMENT COMP	(382.18)
TO				
0-1100-421-00-291-001-0-	113	CONSTABLE PCT. 1 -	REG F/T EMPLOYEES	73,547.47
0-1100-421-00-291-001-0-	115	CONSTABLE PCT. 1 -	LONGEVITY PAY	225.00
0-1100-421-00-291-001-0-	117	CONSTABLE PCT. 1 -	SUPPLEMENTAL PAY	2,562.73
0-1100-421-00-291-001-0-	211	CONSTABLE PCT. 1 -	HEALTH INSURANCE	4,936.84
0-1100-421-00-291-001-0-	212	CONSTABLE PCT. 1 -	LIFE INSURANCE	49.24
0-1100-421-00-291-001-0-	220	CONSTABLE PCT. 1 -	FICA	5,847.31
0-1100-421-00-291-001-0-	230	CONSTABLE PCT. 1 -	RETIREMENT	7,276.65
0-1100-421-00-291-001-0-	250	CONSTABLE PCT. 1 -	UNEMPLOYMENT COMP	382.18
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the transfer of four (4) Deputy Constable positions from Pct. 1 Sanitation to Constable Pct. 1.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-432-00-121-001-0

AI · 22070

SANITATION PCT. 1

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	
~~0002~~	~~113~~	**TRANSFER OUT POSITIONS TO CONSTABLE PCT. 1 (293-001)** ↓ ~~CHIEF DEPUTY CONSTABLE STEP I - CODE ENFORCEMENT~~	~~45,980.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~45,980.00~~	~~45,980.00~~	~~540.00~~	~~0.00~~	~~5,794.00~~	~~0.00~~	~~0.00~~	~~52,314.00~~
~~0003~~	~~113~~	~~DEPUTY CONSTABLE STEP II~~	~~39,330.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~39,330.00~~	~~39,330.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~39,330.00~~
0004	113	ACCOUNTS PAYABLE CLERK	34,817.00	0.00	0.00	0	0.00	0.00	34,817.00	34,817.00	0.00	0.00	0.00	0.00	0.00	34,817.00
0005	113	MAINTENANCE III	33,093.00	0.00	0.00	0	0.00	0.00	33,093.00	33,093.00	0.00	0.00	0.00	0.00	0.00	33,093.00
0006	113	TRCK DRVER III	31,245.00	0.00	0.00	0	0.00	0.00	31,245.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0007	113	HEAVY EQUIPMENT OPERATOR I	28,980.00	0.00	0.00	0	0.00	0.00	28,980.00	28,980.00	0.00	0.00	0.00	0.00	0.00	28,980.00
0008	113	TRCK DRVER III	27,552.00	0.00	0.00	0	0.00	0.00	27,552.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0009	113	ATTENDANT	27,245.00	0.00	0.00	0	0.00	0.00	27,245.00	27,245.00	0.00	0.00	0.00	0.00	0.00	27,245.00
0010	113	TRCK DRIVER II	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
0011	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	300.00	0.00	0.00	0.00	0.00	26,300.00
0012	113	MAINTENANCE II	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	360.00	0.00	0.00	0.00	0.00	25,596.00
0013	113	MAINTENANCE II	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0014	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	22,350.00	0.00	0.00	0.00	0.00	0.00	22,350.00
0015	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	24,350.00	0.00	0.00	0.00	0.00	0.00	24,350.00
0017	113	ATTENDANT	23,985.00	0.00	0.00	0	0.00	0.00	23,985.00	23,985.00	0.00	0.00	0.00	0.00	0.00	23,985.00
0018	113	ATTENDANT	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0019	113	ATTENDANT	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0023	113	HEAVY EQ OP II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0024	113	TRCK DRVER III	25,000.00	0.00	0.00	0	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
~~0025~~	~~113~~	**TRANSFER OUT POSITION TO CONSTABLE PCT. 1 (293-001)** ↓ ~~DEPUTY CONSTABLE - CODE ENFORCEMENT~~	~~36,480.00~~	~~0.00~~	~~0.00~~	~~0~~	~~1,520.00~~	~~0.00~~	~~38,000.00~~	~~38,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~38,000.00~~
~~0026~~	~~113~~	~~DEPUTY CONSTABLE STEP I - CODE ENFORCEMENT~~	~~36,480.00~~	~~0.00~~	~~0.00~~	~~0~~	~~1,520.00~~	~~0.00~~	~~38,000.00~~	~~38,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~38,000.00~~

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-432-00-121-001-0

AI · 22070

SANITATION PCT. 1

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	
0027	113	DIRECTOR OF SANITATION	0.00	41,481.00	41,481.00	0	0.00	0.00	41,481.00	41,481.00	600.00	0.00	0.00	0.00	0.00	42,081.00
0028	113	CLERK III	0.00	23,993.00	23,993.00	0	0.00	0.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
		TOTAL	480,463.00	65,474.00	65,474.00		0.00	0.00	545,937.00	487,790.00	1,260.00	0.00	0.00	0.00	0.00	489,050.00

Approval to transfer the above positions and employees from Pct. 1 Sanitation (121-001) to Constable Pct. 1 Dept (291-001). Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-421-00-291-001-0

AI - 22070

CONSTABLE PCT. 1

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	CONSTABLE	68,190.00	0.00	0.00	0	0.00	0.00	68,190.00	68,190.00	0.00	0.00	1,200.00	8,000.00	0.00	77,390.00
0002	113	CHIEF DEPUTY CONSTABLE STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
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	1,200.00	0.00	0.00	46,637.00
0004	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	1,200.00	0.00	0.00	46,457.00
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	1,800.00	0.00	0.00	47,237.00
0006	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	1,200.00	0.00	0.00	46,457.00
0007	113	DEPUTY CONSTABLE STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	1,200.00	0.00	0.00	39,200.00
0008	113	SECRETARY	29,756.00	0.00	0.00	0	0.00	0.00	29,756.00	29,756.00	720.00	0.00	0.00	0.00	0.00	30,476.00
0009	**113**	**TRANSFER-IN THE FOLLOWING: ↓ CHIEF DEPUTY CONSTABLE STEP I - CODE ENFORCEMENT**	**0.00**	**45,980.00**	**45,980.00**	**0**	**0.00**	**0.00**	**45,980.00**	**0.00**	**540.00**	**0.00**	**5,794.00**	**0.00**	**0.00**	**0.00**
0010	**113**	**DEPUTY CONSTABLE STEP II**	**0.00**	**39,330.00**	**39,330.00**	**0**	**0.00**	**0.00**	**39,330.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0011	**113**	**DEPUTY CONSTABLE CODE ENFORCEMENT**	**0.00**	**38,000.00**	**38,000.00**	**0**	**0.00**	**0.00**	**38,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0012	**113**	**DEPUTY CONSTABLE STEP I - CODE ENFORCEMENT**	**0.00**	**38,000.00**	**38,000.00**	**0**	**0.00**	**0.00**	**38,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			364,309.00	161,310.00	161,310.00		0.00	0.00	525,619.00	364,309.00	4,200.00	0.00	14,794.00	8,000.00	0.00	384,969.00

Approval to transfer the above positions and employees from Pct. 1 Sanitation (121-001) to Constable Pct. 1 Dept (291-001). Personnel action pending CC approval.

AI-21989 **18.A.**

TCEQ Permit No. 1727 modification - Penitas Landfill

CC REGULAR

Date:	07/20/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	as per Steve Crain
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Approval of TCEQ Part 1 Application for Site Operating Plan Modification of Permit No. 1727 (Penitas Landfill) and authorizing County Judge to execute same.

BACKGROUND

Steve Crain will provide documents by Thursday July 15th

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-123-001-0-811

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

BUDGETARY IMPACT:

Available balance after CC approval of AI - 22066 (7/20/10) is $150.00.

Attachments

Link: forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2010 03:43 PM	APRV
2	Perla Lopez	Perla Lopez	07/16/2010 03:24 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Monica Badillo — Started On: 07/12/2010 09:56 AM

Final Approval Date: 07/16/2010

Texas Commission on Environmental Quality

Permit or Registration Application for Municipal Solid Waste Facility

Part I

A. General Information

Facility Name:	Hidalgo County Precinct 3 – Peñitas Landfill			
Physical or Street Address (if available):	Military Rd. (0.5 miles West of FM 1427)			
(City) (County)(State)(Zip Code):	Peñitas	Hidalgo	TX	
(Area Code) Telephone Number:	956-585-4509			
Charter Number:	N/A			

If the application is submitted on behalf of a corporation, provide the Charter Number as recorded with the Office of the Secretary of State for Texas.

Operator Name[1]:	Hidalgo County			
Mailing Address:	704 N. Breyfogle St.			
(City) (County)(State)(Zip Code):	Mission	Hidalgo	TX	78574
(Area Code) Telephone Number:	956-585-4509			
(Area Code) FAX Number:	956-585-7816			
Charter Number:	N/A			

If the permittee is the same as the operator, type "Same as Operator".

Permittee Name:	Same as Operator			
Physical or Street Address (if available):				
(City) (County)(State)(Zip Code):				
(Area Code) Telephone Number:				
Charter Number:				

If the application is submitted by a corporation or by a person residing out of state, the applicant must register an Agent in Service or Agent of Service with the Texas Secretary of State's office and provide a complete mailing address for the agent. The agent must be a Texas resident.

Agent Name:				
Mailing Address:				
(City) (County)(State)(Zip Code):				
(Area Code) Telephone Number:				
(Area Code) FAX Number:				

Application Type:

☐	Permit	☐	Major Amendment	☐	Minor Amendment
☐	Registration	☒	Modification	☐	Temporary Authorization
		☐	w/Public Notice		
		☐	w/out Public Notice	☐	Notice of Deficiency Response

[1] The operator has the duty to submit an application if the facility is owned by one person and operated by another [30 TAC 305.43(b)]. The permit will specify the operator and the owner who is listed on this application [Section 361.087 Texas Health and Safety Code].

Facility Classification:

☐	Type I	☐	Type IV	☐	Type V	☐	Type IX
☒	Type I AE	☐	Type IV AE	☐	Type VI		

Activities covered by this application (check all that apply):

☐	Storage	☐	Processing	☒	Disposal

Waste management units covered by this application (check all that apply):

☐	Containers	☐	Tanks	☐	Surface Impoundments	☒	Landfills
☐	Incinerators	☐	Composting	☐	Type IV Demonstration Unit	☐	Type IX Energy/Material Recovery
☐	Other (Specify)			☐	Other (Specify)		
☐	Other (Specify)			☐	Other (Specify)		

Is this submittal part of a Consolidated Permit Processing request, in accordance with 30 TAC Chapter 33?
☐ Yes ☒ No

If yes, state the other TCEQ program authorizations requested.
N/A

Provide a brief description of the portion of the facility covered by this application. For amendments, modifications, and temporary authorizations, provide a brief description of the exact changes to the permit or registration conditions and supporting documents referenced by the permit or registration. Also, provide an explanation of why the amendment, modification, or temporary authorization is requested.
Update to the Site Operating Plan as required by the 2004 Revisions to the 30 TAC 330 Regulations.

Does the application contain confidential Material?	☐ Yes	☒ No

If yes, cross-reference the confidential material *throughout the application* and submit as a separate document or binder conspicuously marked "CONFIDENTIAL."

Alternative Language Notice Instructions

For certain permit applications, public notice in an alternate language is required. If an elementary school or middle school nearest to the facility offers a bilingual program, notice may be required to be published in an alternative language. The Texas Education Code, upon which the TCEQ alternative language notice requirements are based, trigger a bilingual education program to apply to an entire school district should the requisite alternative language speaking student population exist. However, there may not exist any bilingual students at a particular school within a district which is required to offer the bilingual education program. For this reason, the requirement to publish notice in an alternative language is triggered if the nearest elementary or middle school, as a part of a larger school district, is required to make a bilingual education program available to qualifying students and either the school has students enrolled at such a program on-site, or has students who attend such a program at another location in satisfaction of the school's obligation to provide such a program as a member of a triggered district.

If it is determined that an alternative language notice is required, the applicant is responsible for ensuring that the publication in the alternate language is complete and accurate in that language. Electronic versions of the Spanish template examples are available from the TCEQ to help the applicant complete

the publication in the alternative language.

Alternative Language Notice Application Form:

Alternative language notice confirmation for this application:

1. Is a bilingual program required by the Texas Education Code in the school district where the facility is located? ☒ YES ☐ NO

   (If NO, alternative language notice publication not required)

2. If YES to question 1, are students enrolled in a bilingual education program at either the elementary school or the middle school nearest to the facility? ☒ YES ☐ NO

(IF YES to questions 1 and 2, alternative language publication is required; If NO to question 2, then consider the next question)

3. If YES to question 1, are there students enrolled at either the elementary school or the middle school nearest to the facility who attend a bilingual education program at another location? ☒ YES ☐ NO

(If Yes to questions 1 and 3, alternative language publication is required; If NO to question 3, then consider the next question)

4. If YES to question 1, would either the elementary school or the middle school nearest to the facility be required to provide a bilingual education program but for the fact that it secured a waiver from this requirement, as available under 19 TAC '89.1205(g)?
   ☐ YES ☐ NO

(If Yes to questions 1 and 4, alternative language publication is required; If NO to question 4, alternative language notice publication not required)

If a bilingual education program(s) is provided by either the elementary school or the middle school nearest to the facility, which language(s) is required by the bilingual program?

Note: Applicants for new permits and major amendments must make a copy of the administratively complete application available at a public place in the county where the facility is, or will be, located for review and copying by the public.

Public place where administratively complete permit application will be located.				
Public Place (e.g., public library, county court house, city hall, etc.):	N/A			
Mailing Address:				
(City) (County)(State)(Zip Code):				
(Area Code) Telephone Number:				

B. Facility Location

Except for Type I AE and Type IV AE landfill facilities, for permits, registrations, amendments, and modifications requiring public notice, provide the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted.
N/A

Local Government Jurisdiction:	Hidalgo County
Within City Limits of:	Peñitas, TX
Within Extraterritorial Jurisdiction of City of:	
Is the proposed municipal or industrial solid waste disposal or processing facility located in an area in which the governing body of the municipality or county has prohibited the disposal or processing of municipal or industrial solid waste? (If YES, provide a copy of the ordinance or order):	
☐ YES ☒ NO	

Provide a description of the location of the facility with respect to known or easily identifiable landmarks.
The facility is located on the north side of Military Road approximately 0.5 mile west of the FM 1437 intersection, 3500 feet north of the Rio Grande River, 3300 feet east of Walker lake and 3500 feet south of US 83.

Detail the access routes from the nearest United States or state highway to the facility.
From US 83, travel south approximately 1 mile on FM 1427 and then approximately 0.5 miles east on Military Road.

Provide the latitudinal and longitudinal geographic coordinates of the facility.

Latitude	**N 26° 13" 30'**
Longitude	**W 98° 27" 08'**
Elevation (above msl)	124 – 156 msl

Is the facility within the Coastal Management Program boundary?	☐ Yes ☒ No

Texas Department of Transportation District Location:

TXDOT District Name & Number:	Pharr District			
District Engineer's Name:	Mario Jorge, PE			
Street or P. O. Box:	600 W. US Expressway 83			
(City) (County)(State)(Zip Code):	Pharr	Hidalgo	TX	78577
(Area Code) Telephone Number:	956-702-6100			
(Area Code) FAX Number:	956-702-6110			

The local governmental authority or agency responsible for road maintenance:

Agency Name	Hidalgo County			
Contact Person's Name:	Commissioner Joe Flores			
Street or P. O. Box:	704 N. Breyfogle St.			
(City) (County)(State)(Zip Code):	Mission	Hidalgo	TX	78574
(Area Code) Telephone Number:	956-585-4509			
(Area Code) FAX Number:				

State Representative:

District Number:	40
State Representative's Name:	Aaron Pena
District Office Address:	P.O. Box 1637

(City) (County)(State)(Zip Code):	Edinburg	Hidalgo	TX	78540
(Area Code) Telephone Number:	956-383-7444			
(Area Code) FAX Number:				

State Senator:

District Number:	20			
State Senator's Name:	Juan 'Chuy' Hinojosa			
District Office Address:	612 Nolana, Suite 410 B			
(City) (County)(State)(Zip Code):	McAllen	Hidalgo	TX	78504
(Area Code) Telephone Number:	956-972-1841			
(Area Code) FAX Number:				

Council of Government (COG) Information:

COG Name:	Lower Rio Grande Valley Development Council			
COG Representative's Name:	Mayor Chris Boswell			
COG Representative's Title:	President			
Street or P. O. Box:	311 N. 15th Street			
(City) (County)(State)(Zip Code):	McAllen	Hidalgo	TX	78501
(Area Code) Telephone Number:	956-682-3481			
(Area Code) FAX Number:	956-631-4670			

River Basin Information:

River Authority:	N/A – Not within a River Authority boundary.			
Contact Person's Name:				
Watershed Sub-Basin Name:				
Street or P. O. Box:				
(City) (County)(State)(Zip Code):				
(Area Code) Telephone Number:				
(Area Code) FAX Number:				

This site is located in the following District of the U.S. Army Corps of Engineers:			
☐ Albuquerque, NM	☐ Ft. Worth, TX	☒ Galveston, TX	☐ Tulsa, OK

C. Maps

General

For permits, registrations, and amendments only, submit a topographic map, ownership map, county highway map, or a map prepared by a registered professional engineer or a registered surveyor which shows the facility and each of its intake and discharge structures and any other structure or location regarding the regulated facility and associated activities. Maps must be of material suitable for a permanent record, and shall be on sheets 8-1/2 inches by 14 inches or folded to that size, and shall be on a scale of not less than one inch equals one mile. The map shall depict the approximate boundaries of the tract of land owned or to be used by the applicant and shall extend at least one mile beyond the tract boundaries sufficient to show the following:

each well, spring, and surface water body or other water in the state within the map area;

the general character of the areas adjacent to the facility, including public roads, towns and the nature of development of adjacent lands such as residential, commercial, agricultural, recreational, undeveloped, etc;

the location of any waste disposal activities conducted on the tract not included in the application; and

the ownership of tracts of land adjacent to the facility and within a reasonable distance from the proposed point or points of discharge, deposit, injection, or other place of disposal or activity.

General location maps

For permits, registrations, and amendments only, submit at least one general location map at a scale of one-half inch equals one mile. This map shall be all or a portion of a county map prepared by Texas Department of Transportation (TxDOT). If TxDOT publishes more detailed maps of the proposed facility area, the more detailed maps shall also be included in Part I. Use the latest revision of all maps.

Land ownership map

Provide a map that locates the property owned by adjacent and potentially affected landowners. The maps should show all property ownership within 1/4 mile of the facility, on-site facility easement holders, and all mineral interest ownership under the facility.

Landowners list

Provide the adjacent and potentially affected landowners' list, keyed to the land ownership map with each property owner's name and mailing address. The list shall include all property owners within 1/4 mile of the facility, easement holders, and all mineral interest ownership under the facility. Provide the property, easement holders', and mineral interest owners' names and mailing addresses derived from the real property appraisal records as listed on the date that the application is filed. Provide the list in electronic form, as well.

D. Property owner information

For permits, registrations, amendments, and modifications that change the legal description, a change in owner, or a change in operator only, provide the following:

(1) the legal description of the facility;

(A) the abstract number as maintained by the Texas General Land Office for the surveyed tract of land;

(B) the legal description of the property and the county, book, and page number or other generally accepted identifying reference of the current ownership record;

(C) for property that is platted, the county, book, and page number or other generally accepted identifying reference of the final plat record that includes the acreage encompassed in the application and a copy of the final plat, in addition to a written legal description;

(D) a boundary metes and bounds description of the facility signed and sealed by a registered professional land surveyor;

(E) on-site easements at the facility, and

(F) drawings of the boundary metes and bounds description; and

(2) a property owner affidavit signed by the owner.

E. Legal authority

Provide verification of the legal status of the owner and operator, such as a one-page certificate of incorporation issued by the secretary of state. List all persons having over a 20% ownership in the proposed facility.

Indicate Ownership status of the facility:									
☐	Private	☐	Corporation	☐	Partnership	☐	Proprietorship	☐	Non-Profit Organization
☐	Public	☐	Federal	☐	Military	☐	State	☐	Regional
☒	County	☐	Municipal	☐	Other (Specify)				

Does the operator own the facility units and the facility property?	☐ Yes x☒ No

If "No," for permits, registrations, amendments, and modifications that changes the legal description, a change in owner, or a change in operators submit a copy of the lease for the use of or the option to buy the facility units or facility property, as appropriate, and identify:				
Owner Name:	N/A			
Street or P. O. Box:				
(City) (County)(State)(Zip Code):				
(Area Code) Telephone Number:				
(Area Code) FAX Number:				
Charter Number:				

F. Evidence of competency

For permits, registrations, amendments, and modifications that change the legal description, a change in owner, or a change in operators submit a list of all Texas solid waste sites that the owner and operator have owned or operated within the last ten years.				
Site Name	Site Type	Permit/Reg. No.	County	Dates of Operation
N/A				

Submit a list of all solid waste sites in all states, territories, or countries in which the owner and operator have a direct financial interest.			
Site Name	Location	Dates of Operation	Regulatory Agency (Name & Address)
Citizen Collection Stations	Various locations within Hidalgo Co.	varies	TCEQ

A licensed solid waste facility supervisor, as defined in 30 TAC Chapter 30, Occupational Licenses and Registrations will be employed before commencing facility operation.

Provide the names of the principals and supervisors of the owner's and operator's organization, together with previous affiliations with other organizations engaged in solid waste activities.		
Name	Previous Affiliation	Other Organization
George O'Caña	none	none

For landfill permit applications only, evidence of competency to operate the facility shall also include landfilling and earthmoving experience if applicable, and other pertinent experience, or licenses as described in 30 TAC Chapter 30 possessed by key personnel. The number and size of each type of

equipment to be dedicated to facility operation will be specified in greater detail on Part IV of the application within the site operating plan.

Landfilling/Earthmoving Equipment Types	Personnel Experience or Licenses

For mobile liquid waste processing units, submit a list of all solid waste, liquid waste, or mobile waste units that the owner and operator have owned or operated within the past five years. Submit a list of any final enforcement orders, court judgments, consent decrees, and criminal convictions of this state and the federal government within the last five years relating to compliance with applicable legal requirements relating to the handling of solid or liquid waste under the jurisdiction of the commission or the United States Environmental Protection Agency. Applicable legal requirement means an environmental law, regulation, permit, order, consent decree, or other requirement.

Solid waste, liquid waste, or mobile waste units owned or operated within past 5 years	Texas and federal final enforcement orders, court judgments, consent decrees, and criminal convictions

G. Appointments

Provide documentation that the person signing the application meets the requirements of 30 TAC §305.44, Signatories to Applications. If the authority has been delegated, provide a copy of the document issued by the governing body of the owner or operator authorizing the person that signed the application to act as agent for the owner or operator.

H. Application Fees

For a new permit, registration, amendment, modification, or temporary authorization, submit a $150 application fee.

For authorization to construct an enclosed structure over an old, closed municipal solid waste landfill in accordance with 30 TAC 330 Subchapter T, submit a $2,500 application fee.

If paying by check, send payment to:

Texas Commission on Environmental Quality
Financial Administration Division, MC 214
P. O. Box 13087
Austin, Texas 78711-3087

Payment maybe made online using TCEQ e-pay at www.tceq.state.tx.us/e-services/	
E-pay confirmation number	

PROPERTY OWNER AFFIDAVIT

"I, _____,
(property owner)
acknowledge that the State of Texas may hold me either jointly or severally responsible for the operation, maintenance, and closure and post-closure care of the facility. For a facility where waste will remain after closure, I acknowledge that I have a responsibility to file with the county deed records an affidavit to the public advising that the land will be used for a solid waste facility prior to the time that the facility actually begins operating as a municipal solid waste landfill facility, and to file a final recording upon completion of disposal operations and closure of the landfill units in accordance with Title 30 Texas Administrative Code §330.19, Deed Recordation. I further acknowledge that I or the operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance."

_____ _____
(Owner signature) (Date)

Signature Page

I, _____, _____,
(Operator) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: _____ Date: _____

TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, _____, hereby designate _____
(Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

_____
Printed or Typed Name of Operator or Principal Executive Officer

_____
Signature

SUBSCRIBED AND SWORN to before me by the said _____

On this _____day of _____, _____

My commission expires on the _____day of _____, _____

_____
Notary Public in and for

_____ County, Texas

(Note: Application Must Bear Signature & Seal of Notary Public)

AI-21704 **19.A.**

FY 2010 Texas Vine Grant - Production Record

CC REGULAR

Date:	07/20/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration and approval to submit the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2010 was approved by Commissioners' Court on June 22, 2009 (AI# 15902).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-415-00-200-005-0-336

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

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #0-1283-334-10-200-005-0-000 "Texas Vine Program Revenue"

Attachments

Link: Production Record-FY 2010 TX Vine Grant

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	07/16/2010 02:11 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 02:38 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2010 03:55 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Manuel Chapa Started On: 06/16/2010 04:22 PM

Final Approval Date: 07/16/2010

OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record

The purpose of this record is provide Commissioner's Court and County Officials an opportunity to provide an advisory update regarding the Texas SAVNS Program in the County. The intent is to ensure that elected officials are aware of the ongoing status of the Texas SAVNS Program in their County. It also allows the OAG to crosscheck County verifications against those of the Certified Vendor.

County:	**HIDALGO**	**Contract Number:**	**1012335**

Yes	No	County Responsibility
x		Jail records are on production and available to victims.
x		Court events are on production and available to victims.
x		Monthly system testing is on-going, in compliance with contractual stipulations.
x		Testing records are on file for review.
x		County VINE Log records note all problems and resolutions.
x		County VINE Watch reviews are conducted on a regular basis.
		Program Coordinator keeps a grant file.

Check 'Yes' or 'No' for each responsibility

The primary responsibility for signing this verification is the ***County Judge***. Unchecked boxes will require and explanation in writing in the box below. The Judge may delegate the responsibility for preparing and signing the verification. A letter over the signature of the Judge must be sent to the OAG naming the person or persons authorized to sign this required document.

County Verification:

R-A R

Signature

Rene A. Ramirez

Printed Name

Hidalgo County Judge

Title

7/14/10

Date

Explanation/Comments:

***** This document must be submitted as an attachment to the invoice in order to receive payment for costs associated with Annual Maintenance. Please keep a copy in your files for monitoring purposes.**

AI-22054 **19.B.1.**

Certificate of Obligation Series 2009 B & C (1441) appropriation of funds
CC REGULAR

Date: 07/20/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Linda Fong, Auditor's office
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Certificates of Obligation Series 2009 B & C (1441)
Approval of 2010 appropriation of funds for the CO's 2009 B & C series (1441) in the amount of $64,081.49 to fund bond principal and interest expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1441-47X-00-000-000-0-86X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $64,081.49 to fund bond principal and interest expenditures for the 2009 COs B & C series.

Funds available in unreserved f/b as of 7-16-10.

Attachments

Link: CO's 2009 B & C (1441) appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/16/2010 08:45 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 08:54 AM	APRV
3	Erika Zamora	Erika Zamora	07/16/2010 02:33 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Ivan Cantu Started On: 07/16/2010 08:37 AM

Final Approval Date: 07/16/2010

DATE: July 13, 2010

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

FUND: CERTFICATES OF OBLIGATION, SERIES 2009B-C DEBT SERVICE FUND

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
0 -1441 -471 -00 -000 -000 -0 -861	BOND PRINCIPAL	$ 30,000.00
0 -1441 -472 -00 -000 -000 -0 -863	BOND INTEREST	34,081.49
	Net Effect to Budgeted Fund Balance	$ (64,081.49)

REASON: To appropriate $64,081.49 from available fund balance for the principle and interest payment due on August 15, 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-22055 **19.B.**

Certificates of Obligation, 2010 Series A & B

CC REGULAR

Date:	07/20/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Certificates of Obligation, 2010 Series A & B:
A. Approval of Estimated Revenues and appropriation of funds for Certificates of Obligation, 2010 Series A & B in the amount of $28,457,190.45.

B. Approval of interfund transfer from County Wide Administration (1100) to Certificates of Obligation, Series 2010 A & B (1342) in the amount of $19,000.00 to fund payment of bond issuance costs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Fund 1342

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

BUDGETARY IMPACT:

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-866

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

BUDGETARY IMPACT:

Available funding as of 7-16-10 $19,000.00

Attachments

Link: interfund transfer

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/16/2010 09:24 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/16/2010 04:45 PM	APRV
3	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Sergio Cruz Started On: 07/16/2010 08:52 AM

Final Approval Date: 07/16/2010

2.

S

DATE: July 16, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for Certificates of Obligation, Series 2010 A & B (1342)

2010
Transfer

AI# 22055

ACCOUNT NUMBER: **0-1342-476-00-000-000-0-866**

CONTACT PERSON: Manuel Chapa **PHONE:** 292-7025 ext. 5760

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1100-415-00-115-002-0- 866	**CO WIDE ADM-ISSUANCE COSTS**	**(19,000.00)**
0-1100-491-01-000-342-0- 891	**Transfers Out - Cert of Obligation - 2010 A & B**	**19,000.00**
TO		
0-1342-391-01-000-100-0- 000	**Transfers In - General Fund**	**19,000.00**
0-1342-476-00-000-000-0- 866	**CO2010A&B-ISSUANCE COSTS**	**19,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**19,000.00**

REASON: **To fund Payment of Bond Issuance Costs associated with the 2010 A & B Certificates.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: July 20, 2010

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR CERTIFICATES OF OBLIGATION, SERIES 2010 A&B

SUBJECT: Budget Amendments (increases) In Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1342-393-10-000-000-0-000	CERT OF OBLIG, 2010 A&B - BOND PROCEEDS	27,850,000.00
0-1342-393-60-000-000-0-000	CERT OF OBLIG, 2010 A&B - BOND PREMIUM	607,190.45
0-1342-476-00-000-000-0-866	CO2010 A&B - ISSUANCE COST	457,190.45
0-1342-419-40-220-043-0-452	CO2010 A&B-ADM BLDG-100 E CANO- BLDG ADD & RENOV	3,500,000.00
0-1342-412-00-220-010-0-452	CO2010 A&B-CRTHSE- BLDG ADD & RENOV	3,615,000.00
0-1342-419-40-220-044-0-720	CO2010 A&B-MEDIPLEX- BUILDINGS	2,850,000.00
0-1342-423-00-280-036-0-720	CO2010 A&B-SHERIFF-SUBST PCT1- BUILDINGS	1,275,000.00
0-1342-421-00-220-045-0-452	CO2010 A&B-MORGUE/OLD JUV DET- BLDG ADD & RENOV	760,000.00
0-1342-431-00-121-085-0-731	CO2010 A&B-PCT1 ROADS - ROADS	3,750,000.00
0-1342-431-00-121-086-0-731	CO2010 A&B-PCT1 MILE 2 WEST - ROADS	250,000.00
0-1342-431-00-122-053-0-719	CO2010 A&B-PCT2 COMPOUND-LAND	625,000.00
0-1342-452-00-122-054-0-719	CO2010 A&B-PCT2 L.J. PARK-LAND	175,000.00
0-1342-431-00-122-055-0-731	CO2010 A&B-PCT2 TOWER RD(MOORE-R.BLANCO)-ROADS	1,200,000.00
0-1342-431-00-122-056-0-731	CO2010 A&B-PCT2 CHAVZ RD(SIOUX-OWASSA)-ROADS	1,000,000.00
0-1342-431-00-122-057-0-731	CO2010 A&B-PCT2 TOWER RD(SIOUX-OWASSA)-ROADS	1,000,000.00
0-1342-431-00-123-045-0-719	CO2010 A&B-PCT3 LA HOMA(SH495-FM1924)- LAND	2,600,000.00
0-1342-431-00-123-089-0-720	CO2010 A&B-PCT3 ADMIN FACILITY- BUILDINGS	1,060,000.00
0-1342-432-00-123-090-0-719	CO2010 A&B-PCT3 SANITATION COLL SITE - LAND	65,000.00
0-1342-431-00-123-091-0-719	CO2010 A&B-PCT3 DRAIN EQUIP YARD- LAND	275,000.00
0-1342-431-00-124-036-0-890	CO2010 A&B-PCT4 DRAIN IMPRV-OTHER	2,600,000.00
0-1342-431-00-124-048-0-719	CO2010 A&B-PCT4 DICKERSON POND-LAND	1,400,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**28,457,190.45**

REASON: TO RECORD ESTIMATED REVENUE FOR CERTIFICATES OF OBLIGATION, SERIES 2010 A&B PROCEEDS AND RECORD AN APPROPRIATION FOR THE ISSUANCE COSTS AND PROJECT EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

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

AI-22027 **20.A.4.**

Actuarial Consulting Services for Part I-GASB 43 and/or GASB 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis

CC REGULAR

Date: 07/20/2010
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Auditor's Office & Budget & Management- Worker's Comp. Division
Acceptance and approval of the final negotiated contract with the number one ranked vendor "Lewis & Ellis, Inc. Actuaries & Consultants" for -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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2201-415-00-115-009-0-311
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance of $4,000.00 as of 07/16/10. (Consulting Services are for fiscal year 2011)

Attachments

Link: Acceptance Sheet
Link: Participation Sheet
Link: Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/14/2010 04:13 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2010 08:55 AM	APRV
3	Olga Garza	Olga Garza	07/16/2010 10:45 AM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Sandra Montalvo Started On: 07/14/2010 01:54 PM

Final Approval Date: 07/16/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County

DECRIPTION OF PROPOSAL: ACTUARIAL CONSULTING SERVICES FOR: Part I-GASB 43 and/or 45 OPEB Valuation Analysis Part II-Health Benefits Reserve Analysis

RFP ACCEPTANCE DATE: May 12, 2010 | **RFP ACCEPTANCE TIME:** 9:30 A.M.

RFP NO: 2010-026-05-12-SMA

NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
1) G.P. MONNIN CONSULTING INC. Austin, Tx	√
2) NYHART A/K/A ALLIANCE BENEFIT GROUP Indianapolis, In	√
3) L & E ACTUARIES CONSULTANTS Richardson, Tx	√
4) MILLIMAN Dallas, Tx	√
5)	
6)	
7)	
8)	
9)	
10)	

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 05/05/10

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-026-07-20

THIS CONTRACT is made and entered into this **20th Day** of **July, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Lewis & Ellis, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Actuarial Consulting Services For Part I-GASB 43 and/or 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis"** the ("Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP 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 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 locations at **Hidalgo County**. This Contract does not

extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **July 20, 2010** and ending on **July 19, 2012.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship,that County has no supervision of the performance of the Services provided

by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Lewis & Ellis, Inc.** **Attn: Bonnie Albritton,** **Vice-President/Principal** **2929 N. Central Expwy #200** **Richardson, Texas 75080**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY: Lewis & Ellis, Inc.

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT: **July 20, 2010**

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR PROPOSALS (RFP)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 26, 2010

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Proposal-**"Actuarial Consulting Services for Part I - GASB 43 and/or 45 OPEB Valuation Analysis and Part II-Health Benefits Reserve Analysis"**
RFP No: 2010-026-05-12–SMA

Dear Respondents:

Enclosed please find a Request for Proposal (RFP) packet for your 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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSAL (RFP) CHECKLIST
Hidalgo County
"Actuarial Consulting Services for
Part I-GASB 43 and/or 45 OPEB Valuation Analysis and
Part II- Health Benefits Reserve Analysis"
RFP No.: 2010-026-05-12-SMA

1. **Request for Proposal Letter, consists of __1__ page.**
2. **Request for Proposal, Legal Notice, consisting of __8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A", Requirements and Additional Specifications, total of __9__ pages.**
4. **Exhibit "B", Evaluation & Selection Criteria Form, consisting of __2__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C", Insurance Requirements, consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D", CIQ Conflict Of Interest Questionnaire, consists of __1__, page.**
   (Copy of receipt and this form must be submitted with bid)
7. **Exhibit "E", Proposer's Affidavit, consists of __1__ page.**
   (Must be submitted with bid)
8. **Bidder/Vendor Application and W-9 form, consisting of __6__ pages.**
   (Must be submitted with bid)
9. **Certification Regarding Debarment, consists of __1__ page.**
   (Must be submitted with bid)
10. **Draft Service Contract, consisting of__8__pages.**

The above mentioned items shall be found in the Request for Proposal (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

Martha L. Salazar, CPPB, Purchasing Agent

April 26, 2010
Date

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

RFP NO: 2010-026-05-12-SMA	Buyer: SANDRA MONTALVO	Tel. No: (956) 318-2626-X-4856

REQUEST FOR PROPOSALS

Hidalgo County
"ACTUARIAL CONSULTING SERVICES FOR Part I-GASB 43 and/or 45 OPEB Valuation Analysis Part II-Health Benefits Reserve Analysis"

PROPOSAL ACCEPTANCE DATE
May 12, 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 Proposals** will be received for "**Hidalgo County- Actuarial Consulting Services for PART I- GASB 43 and/or 45 OPEB Valuation Analysis, PART II- Health Benefits Reserve Analysis**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals 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 proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's 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: 2010-026-05-12-SMA- Hidalgo County- Actuarial Consulting Services for PART I- GASB 43 and/or45 OPEB Valuation Analysis, PART II- Health Benefits Reserve Analysis**" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, May 12, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2010-026-05-12-SMA-HIDALGO COUNTY ACTURIAL CONSULTING SERVICES for PART I-GASB 43 and/or GASB 45 OPEB VALUATION ANALYSIS and PART II-HEALTH BENEFITS RESERVE ANALYSIS.

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to sandra.montalvo@co.hidalgo.tx.us. **by NO LATER THAN** Wednesday, **May 05, 2010, at 5:00 p.m.** Responses will be sent to all applicants by **Friday, May 07, 2010 at 5:00 p.m. 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 items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications 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 submitter shall, in its sole discretion, 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 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 accept 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 Hidalgo 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 RFP's.

11. Costs are to be net F.O.B. destination 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's 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 in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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 submitter
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY ACTURIAL CONSULTING SERVICES for PART I-GASB 43 and/or GASB 45 OPEB VALUATION ANALYSIS and PART II-HEALTH BENEFITS RESERVE ANALYSIS.**
  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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg,TX78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Proposal Acceptance Date:	**9:30 a.m. May 12, 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 and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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

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

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

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

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 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 N. 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.

24. 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.

25. 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 withthirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.

27. 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.

28. Successful proposer 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 Proposal 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.

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 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.

31. 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.

32. 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.

Proposal for
HIDALGO COUNTY
"ACTUARIAL CONSULTING SERVICES FOR
PART I- GASB 43 AND/OR 45 OPEB VALUATION ANALYSIS
PART II- HEALTH BENEFITS RESERVE ANALYSIS"

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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter 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.

Submitter 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 proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County
Actuarial Consulting Services
for
Part I- GASB 43 and/or 45 OPEB Valuation Analysis
Part II- Health Benefits Reserve Analysis
RFP: 2010-026-05-12-SMA

OVERVIEW:

Hidalgo County is requesting sealed proposals from interested and qualified firms for **Actuarial Consulting Services-Part I: GASB 43 and/or 45 OPEB Valuation Analysis** for Hidalgo County's Post-Employment Benefits Package (OPEB) for ***Health Benefits*** for "Retired Employees" And **Part II: Health Benefits Reserve Analysis** for and Funding Projection Study as specified herein. Sealed Proposals will be accepted until **9:30 A.M., Wednesday May 12 , 2010. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP No: 2010-026-05-12-SMA

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 Acceptance Date.

The following outlines the Request for Proposal:

SECTION I
GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that sealed proposals must 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

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO. sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, Wednesday, May 05, 2010 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, Friday, May 07, 2010 by 5:00 P.M. **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 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E"**) certifying 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 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-COLLUSION:

Submitters, by submitting the signed Participant's Affidavit, certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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.

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 bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:

Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

SIGNING OF PROPOSAL:

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 CONTRACT:

The contract will be for a period of two (2) years with the county's option to renew for an additional one (1) year, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

All costs and expenses associated with the preparation and submission for (bid, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed on onto Hidalgo County.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (If applicable)

PARCTICIPANTS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated after the ranking by Commissioners' Court of the most qualified firm. Hidalgo County is hereby requesting the proposal fees on a multi-year per section basis (including renewal option at the County's sole discretion.

SECTION II
RFP's 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.

RFP SUBMISSION:

A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281 New Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Wednesday, MAY 12, 2010.**

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

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 firm(s), registered and licensed if applicable for the services being requested in the RFP and/or do business in the State of Texas, that has experience in, but not limited to, as stated and reflected in the ***"Scope of Services and Requirements".***

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.

Additionally, this section should include a description of the firm's project personnel and their most recent similar 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.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROJECT OVERVIEW:

The County of Hidalgo is seeking this request for proposal from interested and qualified firms to assist in implementing Consulting Services for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** for Hidalgo County's Other Post-Employment Benefits Package (OPEB) for ***Health Benefits*** for "Retired Employees". There are approximately **30** retired employees; only about **30** retired employees, of which are utilizing the County's health benefits with a blended premium rate payment plan and **Part II: To include services for the Health Benefits Reserve Analysis** for Funding Projection Study.

The County of Hidalgo is seeking this request for proposal from interested and qualified firms to assist in implementing Consulting Services for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** and **Part II: Health Benefits Reserve Analysis** Any information required for the actuarial services will be provided on **"An As Needed Basis"**. The qualified firm(s) is one that can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance. integrity, customer service and fiscal accountability. The County of Hidalgo wishes to contract with a firm(s) that understands the importance of the tasks, the impact, and the necessary deadline for such implementation as required by the "Government Accounting Standards Board". The successful firm(s) will demonstrate the ability to consistently provide these services to the County of Hidalgo and will be evaluated, in part, by the degree to which the firm(s) shows how it will achieve these benefits.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals from experienced firm(s) to provide ongoing Consulting Services for the Actuarial Studies/Services regarding for **Part I: GASB 43 and/or 45 OPEB Valuation Analysis** and **Part II: Health Benefits Reserve Analysis. (Refer to Exhibit "A"-ADDITIONAL SPECIFICATIONS/REQUIREMENTS)**

PART III
SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the Request for Proposals (RFP's) received.

B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

RATING AND EVALUATION PROPOSALS

Proposals will be evaluated and rated for merit, innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1.	Firm's Qualifications and Staffing of Project Team	10 Points
2.	Understanding Of Project/Similar Projects	40 Points
3.	Experience Of Project Team/Ability To Commit Resources	40 Points
4.	Cost Fees	10 points
	Total	100 points

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

EXHIBIT "A"

ADDITIONAL SPECIFICATIONS/REQUIREMENTS
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

PART I: GASB 43 AND/OR 45 OPEB VALUATION ANALYSIS

SCOPE OF SERVICES:

- Desired study completion date of : **February 28, 2012**
- Valuation Analysis will be for year ending: **December 31, 2011**
- Prepare an actuarial evaluation following GASB 43 and GASB 45 standards.
- The following must be included in the study as follows:
  - The actuarial present value of total projected benefits.
  - Actuarial accrued liability.
  - Actuarial value of assets.
  - The unfunded actuarial accrued liability.
  - Normal Cost
  - Annual required contribution of the employer-as a level dollar amount and as a level percentage of covered payroll.
  - Net OPEB obligation (for employer disclosure under GASB statement 45 if necessary).
  - Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
  - Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
  - Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
  - Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
  - Prepare a cash flow analysis (the "pay-as-you-go-cost"). **(optional)**
  - Prepare sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions) - **(optional)**
  - If there is not a trust established, determine the difference in liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio. **(optional)**
  - As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design. **(optional)**
  - As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans. **(optional)**

- Analyze the ***data*** to ***assess*** any inconsistencies and make recommendations for enhancing ***data*** quality.
- Firm will be required to make a formal presentation of the "Actuarial Study" to Hidalgo County Commissioners Court

COUNTY PROVIDED DATA:

- Summary of plan provisions
- Active employee/retiree information
- Retiree contribution schedule
- Employer contribution schedule
- Claims information
- Groups not covered by Medicare – if any
- Additional information as available or requested

PART II: HEALTH BENEFITS RESERVE ANALYSIS

Scope Of Services:

- Desired study completion date of: **February 28, 2011**
- Estimate the reserve analysis as of **December 31, 2010.**
- Review Hidalgo County's (County) self funded medical plan to determine reserve balances.
  - Based on claims analysis, determine the Hidalgo Count's (County) estimated range of reserve liability for the medical benefit plan.
  - Estimate the unpaid claim liability of Hidalgo County's (County) self funded medical plan for health claims that have been incurred but not paid as of December 31, 2010.
  - Prepare a written actuarial analysis of claim liability for the entire plan broken out by employee group and plan.
  - Prepare a forecast of the number of expected claims, estimate the value of expected payments, develop overall trend and insurance inflation factors, estimate the lag in reporting incurred claims and estimate the lag in payment of claims.
  - Provide spreadsheet of incurred claim liability.
  - Summarize the results of our claim reserve analysis showing monthly paid and incurred claims.
  - Summarize paid claims, estimated incurred claims, and recast reserves by month, including the resulting reserve liability as of December 31, 2010.
  - Provide analysis detailing the claims lag.
  - Provide analysis detailing the average liability per employee

COUNTY PROVIDED DATA:

- Claims lag reports
- Count of eligible employees, employees by tier (single, employee and spouse, etc.).
- List of stop recoveries
- Additional information as available or requested

INFORMATION ABOUT THE FIRM(s):

1. The firm should provide its name, address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable.

2. The firm should provide a general description of its business, including size, number of employees, number of credentialed actuaries, primary business, other business or services offered and review any past or contemplated changes in the ownership structure of the firm.

3. The supervising actuary who will be assigned to the engagement should be identified and their contact information provided.

4. Other actuaries and other personnel who will have key roles in the work should also be identified.

5. The firm should list the number and percent of consulting staff that have left each of the past five years.

6. Brief resumes should be furnished for the key professional staff who will be assigned to this engagement. Summary information should be provided covering the professional qualifications and experience of the supervising and support actuaries and other personnel who would perform the requested work.

7. The ***firm*** should provide a description of its experience in providing actuarial and consulting services for governmental entities/plans and a list of governmental entities/plans for which it has performed services similar to those identified under "Scope of Services". Describe the ***firm's*** experience with retiree healthcare and other post-employment benefit plans for other public entities. Recognizing the value of the firm experience with FASB OPEB valuations, ***firm*** should also describe their private sector OPEB valuation experience.

8. For the ***firm*** office that will be responsible for the work, the ***firm*** should provide a list of the most significant engagements performed in the laws five years that are similar to the engagement described in this request for proposal/qualifications. The list of engagements can be both in the private or public sector but must be clearly labeled as such.

9. For the engagements listed above, indicate the scope of the work, date, supervising actuaries, and the name and telephone number of the principal client contact who would serve as a reference for the ***firm.***

10. The ***firm*** should list any clients that have been lost in the last five years.

11. The ***firm*** should provide an affirmative statement that is independent of the governmental entity/plan and that it is unaware of any potential conflicts of interest if it were selected to perform the requested work.

12. The ***firm*** should describe any limits on liability that the firm requests from its clients due to negligence of its firm.

13. The ***firm*** should warrant that the ***firm*** maintains errors and omissions insurance that provides a prudent amount of coverage for negligent acts or omissions and that its coverage is applicable to the work requested in this proposal.

14. The ***firm*** should include an example of a job arrangement letter or contract that the ***firm*** would require covering this engagement if it were successful in winning the engagement.

15. The response to the "Request for Proposal" should be signed by a representative of the ***firm*** with the acknowledgement that this individual is authorized to contractually bind the firm.

16. The ***firm*** should indicate if there are any pending legal actions against it.

PROCESS:

- Approach-State the overall approach of the valuation, including objectives, scope of work to be performed and the methodologies to be used.

- Describe how the firm will work with "Hidalgo County" to determine the proper actuarial cost method, actuarial asset valuation method, amortization method and key assumptions to the valuation based on relevant accounting and actuarial standards. Some key assumptions (not all of them applicable) to consider as part of this discussion are:

    - Turnover
    - Retirement Age
    - Disability retirement age
    - Mortality
    - Projected salary increase
    - Inflation rate
    - Healthcare cost trend data for appropriate region
    - Amortization timeframe
    - Investment return
    - Post retirement benefit changes
    - Actuarial assumptions associated with the method (projected unit credit, entry age normal, etc.)

- Provide an analysis of allowed actuarial methods and amortization methods with the pros and cons of each method and recommend the most appropriate or commonly used one or two methods for this type of study.

- Describe how the firm would assist in the interpretation of the plan and value the associated costs in situations where there is ambiguity related to the substantive plan.

- Timeline-The firm will identify the major tasks in the valuation engagement and the suggested timeline for completion.

- Date Requirements – The actuarial firm should list all data requirements, other than what has been identified in the RFP, that they require to complete the valuation and in what type of format that data must be provided.

- Support – Provide the support that is required of Hidalgo County' staff.

- Sample Report – Include in the Appendix of the firm's response a copy of a sample report.

COST AND TERMS OF AGREEMENT:

- Cost Proposal – The firm will provide the cost of the engagement detailing out the cost of the valuation and any optional consulting services included in the scope of services. The proposal should include estimated hours, hourly rates and expenses, as well as a total, not-to-exceed cost that should be clear and concise.

- Costs for the any of the services indicated as **"optional"** in the Scope of Services section of this document should be requested as separate from the cost of the valuation as these services can be expensive.

- Terms of Agreement - The contract will be for a period of two (2) years with the county's option to renew for an additional one (1) year, at the same rates, terms and conditions. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

PROPOSAL QUESTIONS

The purpose of this RFP is to demonstrate the qualifications, competence and capability of the proposer(s). The substance of the proposer(s) will carry more weigh than form or manner of presentation. Preparation of your response should be simple and economical, providing a straightforward, concise description of your ability to provide the services requested. The response should include the following, preferably in the order listed:

- What is the basis of compensation for your services (flat fee, time plus expense, etc.)?

- What is your estimate for the total cost of the actuarial study? If your basis for compensation is "time plus expenses", please detail all anticipated expenses (clerical, travel, etc.). The cost for any optional work should be identified separately and presented for approval before any optional work is to proceed.
- To what degree or percent of accuracy will you guarantee your total cost estimate?
- Will you be able to meet the timeline? If not, provide your estimated date for report completion. Are any additional fees being charged in order to meet this timeline?
- A brief history and description of the firm, including a statement of the firm's qualifications to perform the requested services.
- List at least five Texas public entities, preferably County Entities, that you have performed a GASB 43 and 45 actuarial studies for in the last five year. Include the name of the entity, a contact person and phone number, as well as a description of the work performed.
- Identify the key personnel within your firm who will be responsible for the completion of this assignment. Include the professional qualifications and experience of these key individuals; specifically their experience with Texas Governmental Entities and GASB 43 and 45 liability calculations.
- List any exceptions you have with the proposed RFP/Q and Scope of Work as well as a description of any proposed work that differs from that described.
- List all data and information that will be required to be assembled by Hidalgo County in order to complete the actuarial study.
- Define the most important qualification your firm can bring to Hidalgo County.

The undersigned hereby certified that he/she understands the specifications/requirements and has read the document in it's entirely, affirms the list of qualifications is true and correct, and is duly authorized to execute this response. The following information must be filled out in it's entirely for your proposal to be considered.

Company's Name:_____

Address: _____

City: _____ State:_____ Zip Code: _____

Phone No.: _____ Fax No.:_____

Signature of Authorized Representative: _____

Printed Name:_____ Title: _____

Email Address: _____

Date: _____

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County
Actuarial Consulting Services
for
Part I- GASB 43 and/or 45 OPEB Valuation Analysis
Part II- Health Benefits Reserve Analysis
RFP: 2010-026-05-12-SMA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The evaluation criteria will include, but not be limited to the following:

1. **FIRM'S QUALIFICATIONS AND STAFFING OF PROJECT TEAM (10)**
   The professional team members shall have experience in performing similar contract for counties, cities, or other clients as stated in the Request for Proposal (RFP). The firm should provide the resume of each of the firm professionals. Any specializations or board certifications should also be detailed in each resume. Copy (ies) of current valid licenses, certifications should be included in this section.

2. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (40)**
   The firms technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted. The firm has no conflict of interest with regard to any other work performed by the firm for the County of Hidalgo. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal. The firm has easily identified how they meet each of the evaluation criteria.

   EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (40)
   The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for Proposal (RFP).

3. **COST (10)**
   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, including but not limited to.

The provider shall designate experienced 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. Resumes of the key technical staff members, limited to two (2) pages 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.

RFP EVALUATION FORM

Hidalgo County
Actuarial Consulting Services
For
Part I- GASB 43 and/or 45 OPEB Valuation Analysis
Part II- Health Benefits Reserve Analysis
RFP: 2010-026-05-12-SMA

Selection Criteria	Points	Score
1. *FIRM QUALIFICATIONS AND STAFFING OF PROJECT TEAM* (10)		
➢ The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.	10	
COMMENTS/RATIONALE FOR POINTS:	TOTAL:	_____
2. *UNDERSTANDING OF PROJECT/SIMILAR PROJECTS* (40)		
➢ The firms technical understanding of the project and its purpose as evidenced by the quality of the proposal submitted.	10	
➢ The firm has no conflict of interest with regard to any other work performed by the firm for the County of Hidalgo.	10	
➢ The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.	10	
➢ The firm has easily identified how they meet each of the evaluation criteria.	10	
COMMENTS/RATIONALE FOR POINTS:	TOTAL:	_____
3. *EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES* (40)		
➢ The firm's past experience and performance on comparable government engagements.	10	
➢ The firm has a record of quality work.	10	
➢ The firm has identified information to be gathered and or obtained from the County of Hidalgo	10	
➢ The audit firm is independent and licensed to practice in the State of Texas.	10	
Comments/Rationale for points:	**TOTAL:**	_____
4. *COST FEES* (10)		
➢ The firms cost of the proposed service.	10	
Comments/Rationale for points:	**TOTAL:**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an ACORD FORM (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <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

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

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E"

PROPOSER'S AFFIDAVIT
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

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST 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
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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION and INELIGIBILITY

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S PROPOSAL
INCLUDING BEST AND FINAL OFFER
(BAFO)

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

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

TO: Bonnie Albritton, FSA MAAA via email: balbritton@lewisellis.com
Lewis & Ellis, Inc.

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Department
Attn: Sandra Montalvo

DATE: June 24, 2010

RE: **Negotiation for –"Hidalgo County** "Actuarial Consulting Services for PART I-GASB 43 and/or 45 VALUATION ANALYSIS PART II-HEALTH BENEFITS RESERVE ANALYSIS"
RFP NO. 2010-026-05-12-SMA

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, June 22, 2010, please be advised that your firm has been selected (ranked number one) to enter into negotiations with County of Hidalgo. Therefore, the County of Hidalgo is respectfully requesting a "Best and Final Offer" on your proposed response you submitted on May 12, 2010.

We request that you submit your "Best and Final Offer" by no later than **10:00 a.m. on Wednesday, June 30, 2010.**

Part I Base $ 9,414.50
Options $ 6,920.75

Best and Final offer of the proposed contract amount of $ Part II $ 3,301.25

Please acknowledge receipt with commitment to submit by deadline and return via e-mail to sandra montalvo@co.hidalgo.tx.us

Signed: Bonnie Albritton **Title:** Vice President & Principal

Printed Name: Bonnie Albritton

V. Costs and Terms of Agreement

Scope of Services

Part I – GASB 43 and/or 45 OPEB Valuation Analysis

We will prepare an actuarial valuation, including the following information, for the year ending December 31, 2011 by the desired completion date of February 28, 2012.

1) Base Valuation Requirements

- The actuarial present value of total projected benefits.
- Actuarial accrued liability.
- Actuarial value of the assets (if applicable).
- Normal cost.
- Annual required contributions of the employer as a level dollar amount and a level percentage of covered payroll.
- Net OPEB obligation (for employer disclosure under GASB statement number 45 if necessary).
- Prepare the necessary materials for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
- Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
- Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
- Prepare an analysis to determine how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.

2) Optional Items

- Option 1 – Prepare a cash flow analysis (the "pay-as-you-go-cost")
- Option 2 – Prepare sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment assumptions).
- Option 3 – If there is not a trust established, determine the difference in the liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio)
- Option 4 – As appropriate, provide recommendations on managing the OPEB liability. This may include changes in plan design.
- Option 5 – As appropriate, review and update plan documents and design. Make recommendations as to formalizing informal plans.

Part II – Health Benefit Reserve Analysis

We will prepare an analysis of the health benefit reserves, including the following information, for the year ending December 31, 2010 by the desired completion date of February 28, 2011.

- Based on claims analysis, determine the Hidalgo County's (County) estimated range of reserve liability for the medical benefit plan.
- Estimate the unpaid claim liability of the County's self-funded medical plan for health claims that have been incurred but not paid as of December 31, 2010.
- Prepare a written analysis of claim liability for the entire plan broken out by employee group and plan.
- Prepare a forecast of the number of expected claims, estimate the value of the expected payments, develop overall trend and insurance inflation factors, estimate the lag in reporting incurred claims and estimate the lag in reporting incurred claims and estimate the lag in payment of claims.
- Provide a spreadsheet of the incurred claim liability.
- Summarize the results of our claim reserve analysis showing monthly paid and incurred claims.
- Summarize paid claims, estimated incurred claims, recast reserves by month, including the resulting reserve liability as of December 31, 2010.
- Provide analysis detailing the claims lag.
- Provide analysis detailing the average liability per employee.

Price Quotation

We have developed a maximum "not to exceed" cost for the services outlined above

OPENED
10:05am
MAY 12 2010
Witnessed

Part I – GASB 43 and/or 45OPEB Valuation Analysis	
1) Base valuation	$9,910
2) Option 1 – Cash Flow Analysis	$2,010
3) Option 2 – Sensitivity Analysis	$1,620
4) Option 3 – Investment Return Analysis	$515
5) Option 4 – OPEB Liability Management	$1,570
6) Option 5 – Update Plan Document	$1,570
Part II – Health Benefit Reserve Analysis	$3,475

These are all-inclusive prices, covering all direct and indirect costs and out-of-pocket expenses.

The following table details the estimated hours and hourly rates, including the not-to-exceed price.

V. Costs and Terms of Agreement

Project Step / Employee Class	Hours	Rate	Total
Data Request Preparation and Review			
Staff Actuaries	1	$235	$235
Staff	1	$120	$120
Set Assumptions			
Project Manager	4	$275	$1,100
Staff Actuaries	2	$235	$470
Staff	2	$120	$240
Model Setup and Testing			
Project Manager	3	$275	$825
Staff Actuaries	4	$235	$940
Staff	8	$120	$960
Consultation with Client			
Project Manager	3	$275	$825
Finalize Assumptions			
Project Manager	2	$275	$550
Initial Report			
Project Manager	3	$275	$825
Staff Actuaries	3	$235	$705
Support Staff	2	$100	$200
Peer Review			
Practice Leader	2	$260	$520
Final report			
Project Manager	3	$275	$825
Staff Actuaries	2	$235	$470
Support Staff	1	$100	$100
Base GASB 45 Valuation	46		$9,910
Project Manager	3	$275	$825
Staff Actuaries	3	$235	$705
Staff	4	$120	$480
Option 1 - Cash Flow Analysis	10		$2,010
Project Manager	2	$275	$550
Staff Actuaries	2	$235	$470
Staff	5	$120	$600
Option 2 - Sensitivity Analysis	9		$1,620
Project Manager	1	$275	$275
Staff Actuaries	0	$235	$0
Staff	2	$120	$240
Option 3 - Investment Return Analysis	4		$515
Project Manager	4	$275	$1,100
Staff Actuaries	2	$235	$470
Staff	0	$120	$0
Option 4 - OPEB Liability Management	6		$1,570
Project Manager	4	$275	$1,100
Staff Actuaries	2	$235	$470
Staff	0	$120	$0
Option 5 - Update Plan Document	6		$1,570
Project Manager	4	$275	$1,100
Staff Actuaries	5	$235	$1,175
Staff	10	$120	$1,200
Health Benefit Reserve Analysis	19		$3,475

V. Costs and Terms of Agreement

On-Site Meeting/Presentation

Our fee for an on-site meeting or presentation will be $1,500.

Additional Services

Any additional services outside of the scope of proposed services shown above, such as supplementary meetings, will be at the hourly rates quoted shown below, plus direct expenses, unless another arrangement is made.

Staff Description	Current Hourly Rates
Project Actuary	$275
Support Actuaries	$235
Staff	$120
Support Staff	$100

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2010

PRODUCER 972.419.7500 FAX 972.419.7555
Sleeper Sewell Insurance Services, Inc.
12400 Coit Road, Suite 1100
Dallas, TX 75251-2039

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 Lewis & Ellis Inc
2929 N Central Expwy #200
Richardson, TX 75080

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Navigators/CRC	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		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	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER E&O Policy	SF10MPL6193671C	07/01/2010	07/01/2011	$3,000,000 Each Claim $3,000,000 Aggregate $25,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Dept
2812 S Hwy Business 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Nic Peters

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 4532 LEWIS&ELL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2010

PRODUCER
Querbes & Nelson
214 Milam Street
P. O. Box 5
Shreveport, LA 71161-0005

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: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Lewis & Ellis, Inc.
P.O. Box 851857
Richardson, TX 75085-1857

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	35305038WUC	09/15/09	09/15/10	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 $1,000,000 $10,000 $1,000,000 $2,000,000 $
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	0973188635	09/15/09	09/15/10	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10000	79662636WUC	09/15/09	09/15/10	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0871609173 YES	09/15/09	09/15/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $1,000,000
A		OTHER Crime	81274671	09/15/09	09/15/10	$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Glenn A. Tobleman, Steven D. Bryson, Scott Gibson, Cabe W. Chadwick
Michael A. Mayberry, Gregory S. Wilson, Bonnie Albritton, David Dillon

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Dept
2812 S. Hwy. Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Craig H. Nelson

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-22013 **20.A.5.**

Action on Option to Purchase Mediplex Building

CC REGULAR

Date:	07/20/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Pursuant toArticle 14 of the current lease agreement between Hidalgo County and Edinburg Real Estate Network, discussion and applicable action in connection with exercising County's Option to Purchase by giving notice to Lessor through a completed and executed Earnest Money Contract (form approved as Exhibit "C" in orginal Lease Agreement-attached hereto) for the price of $2,850,000.00 less any Base Rent paid through closing (as defined in Purchase Contract/Earnest Money Contract).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-419-40-220-044-0-720

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

BUDGETARY IMPACT:

CO. 2010 A & B/BUILDINGS
Reference AI#22055 - 19B2A

Attachments

Link: Contract/Earnest Money Contract

Link: Backup

Link: Lease Expense Report

Link: Earnest Money Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2010 03:19 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 03:41 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/16/2010 04:55 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Marty Salazar — Started On: 07/13/2010 04:56 PM

Final Approval Date: 07/16/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of

terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars ($2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving sixty (60) days notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when

restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 09/04, 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

COMPANY:

Edinburg Real Estate Network Inc.

Printed Name: Oscar Cortez, M.D.

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

Stephen L. Crain

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller: HIDALGO COUNTY, TEXAS
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Purchaser: _____
_____
_____

Title Company: _____
_____
_____

Escrow Agent: _____
_____
_____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of _____ and ____/100ths Dollars ($_____.__) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $___,000.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The

Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller _____ (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required

under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land

lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided.

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will

be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200___.

SELLER:

COUNTY OF HIDALGO

By:_____
J.D. Salinas, County Judge

PURCHASER:

_____
Printed Name:_____

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this ____ day of _____, 200____ at _____, _____.M.

ESCROW AGENT:

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

BUYER'S ATTORNEY:

_____
_____
_____

From: cortes oscar
To: Rocio Villarreal
Subject: Re: Mediplex complex Building
Date: Tuesday, July 13, 2010 3:22:05 PM

Dear Ms, Villarreal
As per our conversation yesterday and this PM, please forward notice to County personnel involved in this matter that I agree to revise the existing clause for a Sixty Day notice in the Purchase Option. As per today's conversation with Ms. Martha Salazar, I have served verbal notice and hopefully will deliver a written one today to the existing tenant in Suite A of Mediplex; this will allow us to accept
the Escrow monies and contract with a closing date shorter than 60 days and in actuality set a closing on the 14th of August as the earliest possible. As per Marty, it could be either the 20th or 27th, depending on the County's internal process; this is an acceptable arrangement for EREN, Inc.
Please let me know if there is anything else I can assist the County in this matter.
Respectfully yours,

Oscar Cortes, MD FAAFP, MBA on behalf of EREN, *Inc.*

--- On **Mon, 7/12/10, Rocio Villarreal** *<rocio.villarreal@co.hidalgo.tx.us>* wrote:

> From: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
> Subject: Mediplex complex Building
> To: drocortes@yahoo.com
> Date: Monday, July 12, 2010, 2:03 PM
>
> Dr. Cortes:
>
> Hidalgo County is in the process to seek for bonds to purchase the Mediplex Building. In accordingly, with the lease agreement, Article 14.1 Option to Purchase, the county has the obligation to give Lessor a 60 Day notice to purchase.
>
> To facilitate and expedite the process to purchase, at this time we are requesting if Edinburg Real Estate Network, will agree to waive the 60 Days Notice? Please advise by no later than today July 12, 2010, 5:00 p.m. If you have any questions please feel to contact me at (956) 292-8153.

Account No/Description				Budget	Encumbrance	Expenditures	Available
0-1100-415-00-115-002-0-441 CO WIDE ADM-LAND & BLDG RENTALS							
			*** Beginning Balance**	**.00**	**.00**	**.00**	**.00**
* Budget Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
01/01/10	JE-00000	0672	ORIGINAL BUDGET	92,021.00			
01/31/10	JE-00211	01620	EMERGENCY LINE ITEM TRANSFER 2	-21,221.00			
04/20/10	JE-01294	03267	LINE ITEM TRANSFER CC 4/20/10	70,800.00			
			Total	**141,600.00**			
* Payments							
DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR	Description	
02/08/10	0100317781	635103	10/07/09-02	01633	375985	EDINBURG REAL ESTATE NETWORK-RENT, MEDIPLEX BLDG JAN-FEB 2010	47,200.00
05/11/10	0100322372	635103	593	03575	375985	EDINBURG REAL ESTATE NETWORK-APRIL 2010 RENT SUITES B-J	23,600.00
06/01/10	0100323374	635103	596	03853	375985	EDINBURG REAL ESTATE NETWORK-MARCH 2010 RENT SUITES B-J	23,600.00
06/01/10	0100323374	635103	596	03853	375985	EDINBURG REAL ESTATE NETWORK-MAY 2010 RENT SUITES B-J	23,600.00
					Total		**118,000.00**
*Encumbrances							
DATE	PO NO.	CHECK NO.	BATCH	VENDOR			
02/01/10	635103		03599	375985	EDINBURG REAL ESTATE NETWORK	141,600.00	
02/01/10	635103		01634	375985	EDINBURG REAL ESTATE NETWORK	70,800.00	
02/08/10	635103		01633	375985	EDINBURG REAL ESTATE NETWORK	-47,200.00	
05/10/10	635103		03599	375985	EDINBURG REAL ESTATE NETWORK	-70,800.00	
05/11/10	635103		03575	375985	EDINBURG REAL ESTATE NETWORK	-23,600.00	
06/01/10	635103		03853	375985	EDINBURG REAL ESTATE NETWORK	-23,600.00	
06/01/10	635103		03853	375985	EDINBURG REAL ESTATE NETWORK	-23,600.00	
					Total	**23,600.00**	
				*** Ending Balance**	**141,600.00**	**23,600.00**	**118,000.00**	**.00**
	1100 GENERAL FUND				141,600.00	23,600.00	118,000.00	.00
	0 YEAR 0				141,600.00	23,600.00	118,000.00	.00

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller:	Edinburg Real Estate Network, Inc. Attention: Oscar Cortes, MD 1615 S. Closner, Ste. A Edinburg, Texas 78539
Purchaser:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
Title Company:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539
Escrow Agent:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Two Million Eight Hundred Fifty Thousand and 00/100ths Dollars ($2, 850,000.00) less all rent paid by Purchaser through the date of closing (as defined herein) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $100.00 as earnest money (hereinafter the "Earnest Money") to bind this sale. The Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of one hundred dollars ($100.00) (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or

implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or

hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's

expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 30 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided and less the amount equal to the Base Rent Adjustment. The Base Rent Adjustment shall be the amount equal to Twenty Five Thousand Nine Hundred Twenty Eight dollars ($25,928.00) per month, as defined in that certain Lease by and between Seller and Purchaser whereby Seller is leasing the Property to Purchaser (the "Lease") multiplied by the number of months from the Commencement Date (as defined in the Lease) to the date of Closing herein. Calculation of the Base Rent for any partial month(s) of the Lease shall be calculated by determining the number of days of any such partial month(s) under the Lease where Purchaser occupied the Property multiplied by the sum of Eight Hundred Sixty Four and 26/100ths dollars ($864.26).

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property. Seller indemnifies and holds harmless Buyer from brokerage fees, if any respecting this transaction.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning

the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 2010.

SELLER:

By:_____

PURCHASER:

COUNTY OF HIDALGO

By:_____
Rene Ramirez, County Judge

_____
Printed Name:_____

ATTEST:

_____
Arturo Guajardo Jr. County Clerk

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this _____ day of _____, 2010 at _____, _____.M.

ESCROW AGENT:

By: _____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

_____
_____

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
P. O. Box 3725
McAllen, Texas 78502

PURCHASER'S ATTORNEY:

EXHIBIT "A"
Legal Description of the Property

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.

AI-21692 **20.A.6.**

Action onTire Disposal Services RFB

CC REGULAR

Date:	07/20/2010
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Action to award bid and approval of contract to the vendor meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Tire Disposal Services" Bid No.: 2010-130-05-19-SMA

BACKGROUND

1. Current Contract expires August 05, 2010
2. New Contract will commence on August 06, 2010
3. Recommended vendor is "Texas Land Reclamation, LLC d/b/a UTW Tire Collection
4. Services will be on an "As Needed Basis"
5. Contract Document has been reviewed & approved as to form from legal counsel.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-121-001-0-421

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

BUDGETARY IMPACT:

Purchases on a as need basis.
$24,916.89 available balance as of 07/15/10. rc

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-122-001-0-421

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

BUDGETARY IMPACT:

Purchases on a as need basis.
$60,038.40 available balance as of 07/15/10. rc

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-123-001-0-421

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

BUDGETARY IMPACT:

Purchases on a as need basis.
$27,172.42 available balance as of 07/15/10. rc

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-124-001-0-421

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

BUDGETARY IMPACT:

Purchases on a as need basis.
$126,655.53 available balance as of 07/15/10. rc

Attachments

Link: Participation Sheet
Link: tabulation sheet
Link: Pct. 2 Recommendation
Link: Pct 3 Recommendation
Link: Pct. 1 Recommendation
Link: Pct 4 Recommendation
Link: Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/14/2010 02:05 PM	APRV
2	Budget & Management	Erika Zamora	07/14/2010 02:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/15/2010 01:24 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Sandra Montalvo Started On: 06/16/2010 02:38 PM

Final Approval Date: 07/16/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: May 19, 2010 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County -"Tire Disposal Services"

BID NO: 2010-130-05-19-SMA

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) **CAMERON LAND & CATTLE INC.** Attn: Julie Wood	BLM	Sandra Montalvo	05/03/10	7132 Oak Dr San Antonio, TX 78256 210-698-5282 (o) 210-698-5148 (f) 210-387-8951 (Julie Wood-cell) jbwood@satx.rr.com
2) **GTR TIRE RECYCLING** Attn: LeAnn Kirkley	BLM	Sandra Montalvo	05/03/10	6710 S. Lake Houston Parkway Houston, Tx 77049 281-459-4881 (o) greentreeleann@sbcglobal.net
3) **LIBERTY TIRE RECYCLING** Attn: Jasmine or Cecilia	BLM	Sandra Montalvo	05/03/10	5302 Wade Rd Baytown, Tx 77521 281-424-4011 (o) 281-424-3882 (f) chobbs@libertytire.com
4) **TEX-AMERICAN RECYCLING** Attn: Richard Wittwer	BLM	Sandra Montalvo	05/03/10	3801 N. Commerce Fort Worth, Tx 76106 866-624-8108 (o) rwittwer@tex-american.com
5) **FAST RECYCLING, INC.** Attn: Rosemary Lopez	BLM	Sandra Montalvo	05/03/10	3201 Dalworth St. Arlington, Tx 76011 817-633-7500 (o) 817-633-7504 (f) rlopez@fastrecyclinginc.com
6) **A TO Z TIRE & BATTERY, INC.** Attn: Philip Nussbaum or Kaye McColl	EMR	Sandra Montalvo	05/06/10	812 West 4th / PO Box 9138 Amarillo, TX 79105-9138 Phone: 806-373-2592 Fax: 806-373-6504 kmccoll@atoztire.com
7) **UTW TIRE CO.** Attn: Servando De La Garza	IP	Sandra Montalvo	05/07/10	P.O. BOX 450692 Laredo, Tx 78045 Office-956-723-8484 Fax -956-723-9918 After hrs. 956-285-2651 utwtire@gmail.com
8) **SOUTH TEXAS TIRE RECYCLING, LLC** Attn: Mark Lopez	IP	Sandra Montalvo	05/10/10	219 E. Frontage Rd. Alamo, Tx 78516 Cell- 956-358-8508 allvalleymetal@yahoo.com
9) **INTERNATIONAL MATERIALS** Attn: Javier Garza	IP	Sandra Motnalvo	05/11/10	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206 internationalmats@att.net

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

BID OPENING DATE: May 19, 2010	**OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: Tire Disposal Services	
BID NO: 2010-130-05-19-SMA	**BUYER: Sandra Montalvo**

TIRE SIZE & DESCRIPTION	PARTICIPATING VENDORS		
	UTW TIRE COLLECTION SVCS Laredo, TX	SOUTH TEXAS TIRE RECYCLING Alamo, TX	CAMERON LAND & CATTLE INC. San Antonio, Tx
Passenger and Light Truck Tires up to 19.5 bead	$0.98 ea.	$1.75	$1.35
Truck Tires from 20" to 24.5" Bead	$3.98 ea	$5.25	$4.90
Passenger Tires and Light Truck Tires	$0.98 ea.	$2.25	$1.35
Passenger Tires and Light Truck Tires w/rims	$1.98 ea.	$6.25	$2.70
Medium Truck & Bus/Trailer Tires	$3.98 ea.	$6.25	$4.90
Medium Truck & Bus/Trailer Tires w/rims	$7.98 ea.	$6.25	$9.30
Agriculture Tractor/ Off-Road Equip. Tires	$17.00 ea.	$7.50	$15.00
Agriculture Tractor/ Off-Road Equip. w/rims	$24.00 ea.	$8.50	$30.00
Baled Tires (Tire Bales)*	$79.00 ea. See attachment	N/B	$50.00
Collection Receptacles (i.e. roll-offs or trailers)	$365.00 30yd $485.00 40yd $1175.00 48ft trailer $1300.00 53ft trailer	N/B	$1,150 Trailer

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

MEMORANDUM

(Department's Recommendation)

TO:

Hon. A.C. Cuellar, Commissioner Hidalgo County Precinct No. 1 **ATTN: Joseph Palacios**	Hon. Hector "Tito" Palacios, Commissioner Hidalgo County Precinct No. 2 **ATTN: Ricardo Cuellar/ Yolanda Cisneros**
Hon. Joe Flores, Commissioner Hidalgo County Precinct No. 3 **ATTN: Mingo Villarreal/Norma Ceballos**	Hon. Oscar Garza Jr., Commissioner Hidalgo County Precinct No. 4 **ATTN: Mr. Munoz/ Mr. Carranza**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: **May 21, 2010**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-130-05-19-SMA-for HIDALGO COUNTY-"TIRE DISPOSAL SERVICES"

We have received **three (3) responses** to the above reference project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later **than June, 01, 2010 @ 10:00 a.m.** to be able to present to Commissioner's Court June **15 or 22, 2010.** 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: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. UTW Tire Collection	Lowest Bid on Majority of Tire Sizes – (NO Receptacles Needed - they will haul)
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-432-00-122-001-0-421

Ricardo Cuellar	Ricardo Cuellar	Precinct No. 2	
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

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

MEMORANDUM

(Department's Recommendation)

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. UTW Tire Collection Svcs	Lowest bid
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-110-432-00-123-001-0-421

		Precinct #3	6/1/10
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

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

MEMORANDUM

(Department's Recommendation)

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. UTW Tire Service	Low Bid
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: _____

_____

_____

Joseph Palacios	Joseph Palacios	Pct. 1	5/27/10
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

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

MEMORANDUM

(Department's Recommendation)

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Hidalgo County Purchasing Department

DATE: **May 21, 2010**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-130-05-19-SMA-for HIDALGO COUNTY-"TIRE DISPOSAL SERVICES"

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. LTW Tire Collection Services	Low Bid
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-432-0024-0010-421

Juan M. Carranza Juan M. Carranza Pct 4 5-25-10
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-130-07-20

THIS CONTRACT is made and entered into this **20th Day** of **July, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Texas Land Reclamation, LLC.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"TIRE DISPOSAL"**; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "Services"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **August 6, 2010** and ending on **August 5, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2) one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company, its contractors or subcontractors 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 or any of Company's contractors or subcontractors 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 its contractors or subcontractors 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, its contractors or subcontractors 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, its contractors or subcontractors under this Contract. Said indemnity shall cover any act or failure to act by the Company, its contractors, subcontractors, 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	**Texas Land Reclamation LLC** **P.O. Box 450692** **Laredo, Texas 78045**

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.

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: Texas Land Reclamation LLC

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT: **July 20, 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

May 03, 2010

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"TIRE DISPOSAL SERVICES"**
Bid No: 2010-130-05-19-SMA

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"
Bid No: 2010-130-05-19-SMA

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

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

3. **Exhibit "A" Specifications, consisting of __5__ pages.**

4. **Exhibit "B" Bid Page, consists of__1__ page.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment consists of __1__ page.**
   (Must be submitted with bid)

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 by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

May 03, 2010
Date

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

REQUEST FOR BIDS

HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"

BID OPENING DATE: MAY 19, 2010

Contact Person:

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

1. Sealed bids will be received for **"HIDALGO COUNTY –TIRE DISPOSAL SERVICES"** 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-2010-130-05-19-SMA- HIDALGO COUNTY- TIRE DISPOSAL SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MAY 19, 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-2010-130-05-19-SMA-"HIDALGO COUNTY-TIRE DISPOSAL SERVICES".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY-TIRE DISPOSAL 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
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Elizabeth Cano
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**MAY 19, 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. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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

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

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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

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

Bid
for
HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County

"Tire Disposal Services"

Bid No. 2010-130-05-19-SMA

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of ***"Tires Disposal Service*** as specified herein. Bids will be accepted until **9:30 a.m., Wednesday, MAY 19, 2010. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an as needed basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

VENDOR RESPONSIBILITY:

1) Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

2) County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our precincts. The sizes of tires indicated herein are not all inclusive.

14.0 x 24 - 10 Ply	16.9 x 28 - 6 Ply
17.5 x 25 - 12 Ply	Baled Tires
1400 x 24 -10 Ply	Passenger/Light Truck Tires
20.5 x 25 - 12 Ply	Passenger/Light Truck Tires w/rims
19.5 x 24 - 10 Ply	Medium Truck & Bus/Trailer tires
25-5-25 - 10 Ply	Medium Truck & Bus/Trailer tires w/rims
18.4 x 28 - 12 Ply	Agriculture Tractor/Off Road Equip. Tires
16.9 x 24 - 10 Ply	Agriculture Tractor/Off Road Equip. w/rims

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this

contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit C for specific insurance requirements.

TERMS AND CONDITIONS OF SERVICE:

1) Removal services shall be on an Aas needed basis. The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

2) Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

3) The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

4) Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an as-needed basis. Any schedule changes must be approved by the respective County department(s).

    a) Mondays-Precinct No. 1
    b) Wednesdays-Precinct No. 2
    c) Fridays-Precinct No. 4
    d) Tuesdays and Thursdays-as needed-Precinct No. 3 and other County departments.

5) The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

    a) The department(s) may notify your office;
    b) Vendor may check with the respective department(s); or
    c) Vendor's driver(s) can verify the need during their route.

6) Term of the contract is for one (1) year period with County's option to extend the contract for an additional two (2) one (1) year under the same rates terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

7) 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 days written notice prior to cancellation.

ESCALATION CLAUSE:

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time.

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

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is 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, Attn: Sandra Montalvo at 2812 S. Business Hwy. 281 (New Administration Bldg), Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR EMAIL: sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN, Wednesday, MAY 12, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MAY 14, 2010 by 5:00 p.m.

EXHIBIT "A"

Hidalgo County
"Tire Disposal Services"
Bid No. 2010-130-05-19-SMA

Attachment A

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1) **PRECINCT NO. 1**:

   a) Mercedes - 3 miles South on Mile 1 East off Business 83.
   b) Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; 2 Mile North on Mile 12 West.
   c) Donna - 3 Miles South on F.M. 493 off Business 83; 2 Mile East on Mile 42 West.
   d) Monte Alto - .3 of a Mile East on Ash Street off F.M. 88.

2) **PRECINCT- NO. 2**:

   a) 1 Mile East of South Tower Rd. on El Gato Rd.

3) **PRECINCT –NO. 3**:

   a) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; 3 Mile West on Old Military Hwy.

4) **PRECINCT- NO. 4**:

   a) Edinburg - 3 North on North Doolittle Road off East Schunior Street.

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2010-130-05-19-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	
Truck Tires from 20" to 24.5" Bead	
Passenger Tires and Light Truck Tires	
Passenger Tires and Light Truck Tires w/rims	
Medium Truck & Bus/Trailer Tires	
Medium Truck & Bus/Trailer Tires w/rims	
Agriculture Tractor/ Off-Road Equip. Tires	
Agriculture Tractor/ Off-Road Equip. w/rims	
Baled Tires (Tire Bales)*	
Collection Receptacles (i.e. roll-offs or trailers)	

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County.

BIDDER'S/COMPANYNAME:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE_____

PHONE No._____ FAX No._____

SIGNATURE OF AUTHORIZED PERSON:_____

PRINTED NAME:_____ TITLE:_____

EMAIL ADDRESS:_____

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 (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/23/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
VENDOR'S BID

OPENED
9:42am
5/19/2010
Witnessed

EXHIBIT "B"

BID PAGE
Hidalgo County
"Tire Disposal Services"
Bid No. 2010-130-05-19-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	$ .98 each
Truck Tires from 20" to 24.5" Bead	$ 3.98 each
Passenger Tires and Light Truck Tires	$ .98 each
Passenger Tires and Light Truck Tires w/rims	$ 1.98 each
Medium Truck & Bus/Trailer Tires	$ 3.98 each
Medium Truck & Bus/Trailer Tires w/rims	$ 7.98 each
Agriculture Tractor/ Off-Road Equip. Tires	$ 17.00 each
Agriculture Tractor/ Off-Road Equip. w/rims	$ 24.00 each
Baled Tires (Tire Bales)*	See attached
Collection Receptacles (i.e. roll-offs or trailers)	See attached

*NOTE: Service provider may offer to pay for tire bales process by Hidalgo County.

BIDDER'S/COMPANYNAME: UTW Tire Collection Services

ADDRESS: P.O. Box 450692

CITY: Laredo STATE: Texas ZIP CODE 78045

PHONE No. 956-723-8484 FAX No. 956-723-9918

SIGNATURE OF AUTHORIZED PERSON:

PRINTED NAME: Servando De La Garza TITLE: owner

EMAIL ADDRESS: utwtire@gmail.com

Roll-off Containers



Prices when brought to UTW plant in Donna, TX

30 Yard Roll-off Container of Mixed Scrap Tires (any tire size, w/rim or without) $365.00

40 Yard Roll-off Container of Mixed Scrap Tires (any tire size, w/rim or without) $485.00

48' and 53' Scrap Tire Trailers



48' and 53' trailers can be dropped off at your location

48' Trailer load of Mixed Scrap Tires (any tire size, w/rim or without) $1175.00

53' Trailer load of Mixed Scrap Tires (any tire size, w/rim or without) $1300.00

2000 lb. Tire Bales



UTW Tire Collection Services will receive tire bales for a price of $79.00 each

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/07/10

PRODUCER
PROGRESSIVE COMMERCIAL
P O BOX 94730
CLEVELAND OHIO 44101

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
UTW TRANSPORTATION LLC
P O BOX 450692
LAREDO TX 78045

INSURERS AFFORDING COVERAGE — NAIC #
INSURER A: PROGRESSIVE COUNTY MUTUAL INS CO — 29203
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
	GENERAL LIABILITY				
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE $
	CLAIMS MADE [ ] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) $
					MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE $
	POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY				
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) $1,000,000
A	[X] SCHEDULED AUTOS	07516675-0	06/22/10	06/22/11	BODILY INJURY (Per person) $
	HIRED AUTOS				BODILY INJURY (Per accident) $
	NON-OWNED AUTOS				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				EACH OCCURRENCE $
					AGGREGATE $
	DEDUCTIBLE				$
	RETENTION $				$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT $
					E.L. DISEASE - EA EMPLOYEE $
					E.L. DISEASE - POLICY LIMIT $

OTHER
TEXAS LAND RECLAMATION LLC DBA: UTW TIRE COLLECTION SERVICES, IS ALSO LISTED AS AN ADDITIONAL INSURED ON THE POLICY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

03 MACK 1M1AE06Y23W012624 99 VOLV VVN 4VG7DERF6XN790738 92 TRL 1DW1A5324NS791716
97 WABA TRL 1JJV452T8VL429513 95 TRL 1JJV532Y3SL238137 95 TRL 1PNV482N5SG830615
99 TRL 1JJV532W4XL579505 NOT KNOWN 99 TRL 1JJV553W0XL579551 NOT KNOWN
93 TRL NOT KNOWN 1S12C9486PE356085

CERTIFICATE HOLDER

HIDALGO COUNTY
2812S BUSHWY 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

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

PROGRESSIVE®

WAIVER OF SUBROGATION ENDORSEMENT

The General Provision entitled **Our Recovery Rights** does not apply to

HIDALGO COUNTY
2812 S BUSINESS HWY 281
EDINBURG, TX 78539

(name of person or organization)

Any additional premium pertaining to this endorsement will be retained by us regardless of any early termination of this endorsement or the policy.

All other parts of this policy remain unchanged.

This endorsement changes Policy No.: **07516675-0**

Issued to (Name of Insured): **UTW TRANSPORTATION LLC**

Endorsement Effective: **06/23/10** Expiration: **06/22/11**

Form No. 8610 (03/02)

PROGRESSIVE

Customer Service
800-444-4487
24 Hours a day, 7 days a week
800-556-0014 (fax)

Mailing Address
Progressive Insurance
PO Box 94739
Cleveland, Ohio 44101

CERTIFICATE OF INSURANCE

Enclosed is your Certificate of Insurance. This form is the equivalent of the Acord 25 insurance form and may be used in its place.

Thank you for choosing Progressive. We appreciate the trust you place in us.

Progressive
Commercial Auto Customer Service

PROGRESSIVE

Progressive
PO Box 94739
Cleveland, OH 44101
800-895-2886

Policy number: 07516675-0
Underwritten by:
Progressive County Mutual Ins Co
June 23, 2010

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO COUNTY 2812 S BUSINESS HWY #281 EDINBURG, TX 78539	UTW TRANSPORTATION LLC PO BOX 450692 LAREDO, TX 78045	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

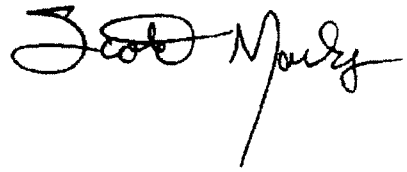
Policy Effective Date: Jun 22, 2010	Policy Expiration Date: Jun 22, 2011
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

Certificate number
17410ACR675

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



PROGRESSIVE
PO BOX 94739
CLEVELAND, OH 44101

PROGRESSIVE

UTW TRANSPORTATION LLC
PO BOX 450692
LAREDO, TX 78045

Policy number: 07516675-0
Underwritten by:
Progressive County Mutual Ins Co
Insured: UTW TRANSPORTATION LLC
June 24, 2010
Policy Period: Jun 22, 2010 - Jun 22, 2011

Mailing Address
Progressive County Mutual Ins Co
PO Box 94739
Cleveland, OH 44101

800-895-2886
For customer service, 24 hours a day, 7 days a week

Additional insured endorsement

Name of Person or Organization

HIDALGO COUNTY
2812S BUSHWY281
EDINBURG, TX 78539

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with **you** that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability	
Bodily Injury	$1,000,000 combined single limit **accident**
Property Damage	Not applicable
Combined Liability	Not applicable

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 07516675-0

Issued to (Name of Insured): UTW TRANSPORTATION LLC

Effective date of endorsement: 06/23/2010 Policy expiration date: 06/22/2011

Form 1198 (01/04)

CERTIFICATE OF LIABILITY INSURANCE

OP ID ML
UTWTI-1

DATE (MM/DD/YYYY)
07/13/10

PRODUCER
GSM Insurors
GSM Insurors Svcs of So Texas
P. O. Box 1478
Rockport TX 78381
Phone: 361-729-5414 Fax: 361-729-3817

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 #

INSURED
UTW Tire Collection Services
Texas Land Reclamation,LLC dba
PO Box 450692
Laredo TX 78045-0016

INSURER A: Catlin Insurance Company
INSURER B: Texas Mutual Insurance Co 22945
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	4201200263	07/13/10	07/13/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
		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	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Q001112674	07/13/10	07/13/11	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Blanket Additional Insured, Waiver of Subrogation and 30 Day Notice of Cancellation (10 day NOC for non-payment) applies to General Liability policy subject to written contract. Blanket Waiver of Subrogation applies to Workers Compensation policy subject to written contract.

CERTIFICATE HOLDER

HIDAEDI

Hidalgo County
Attn: Purchsing Dept.
2812 S. Hwy Bus 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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David Gerard Modisette, J.D.
Attorney at Law

June 17, 2007

To: Evangelina Garcia (Contract's Manager)
Hidalgo County
Evangelina.gacia@co.hidalgo.tx.us

RE: Texas Land Reclamation, LLC Bid for Tire Shreds

SENT VIA EMAIL

Dear Ms. Garcia,

My client, Texas Land Reclamation, LLC, has asked me to outline for you their corporate structure.

My client is one of three Limited Liability Companies owned and operated by the De La Garza's. This was done due to the growth and size of their business enterprise and to help control the risks of unforeseen liability issues.

Texas Land Reclamation, LLC owns the required land and permits necessary to operate a tire shredding and LRPUT business. Texas Land Reclamation, LLC shreds the tires, excavates the land, and properly disposes of the shreds into its landfill.

The transportation of the tires to my client's facility is handled by UTW Transportation, LLC. This is the reason why the insurance for the trucks and trailers is in the name of UTW Transportation, LLC. Although legally separate entities, they work together.

For your purposes the bottom line is that Texas Land Reclamation, LLC is the party who contracts to remove and properly dispose of the tires and UTW Transportation, LLC is a subcontractor of my client to handle all transportation of the tires.

I hope this clarifies any questions you may have. If you have any remaining questions or concerns, please do not hesitate to call my office for further clarification.

Very Truly Yours,

David Modisette

4203 Gardendale St #205 • San Antonio, Texas 78229 • Phone (210) 614-1114 • Fax (210) 614-1115 • E-mail David@TX-Attorney.Net
Licensed to Practice Law in Texas

AI-22034 **20.B.1.**

Contract & Work Authorization #1-J.E. Saenz & Associates-Pct. 1 M 17N (FM 1015-M5W/FM 88)

CC REGULAR

Date:	07/20/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting approval of a professional service agreement with J.E. Saenz & Associates, Inc. for the provision of engineering services for Hidalgo County Pct. #1 project titled: Mile 17 N. between FM 1015 & Mile 5 W./ FM 88 as approved through CC 06/08/10 on AI#21458; and
b. Requesting acceptance and approval of Work Authorization #1-Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase I of Mile 17 Road from FM 1015 West to Mile 4 (Yellow Jacket Drive) in the amount of $182,005.83.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-121-085-0-731

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

BUDGETARY IMPACT:

Pending appropriation of funds, AI #22055, CC 7-20-10 for the CO's 2010 Series A & B (fund 1342).

Attachments

Link: Mile 17 Road Widening Documentation for Work Authorizations #1

Link: Mile 17 Proposal

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2010 04:52 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2010 04:55 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2010 03:55 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Vangie Garcia Started On: 07/14/2010 04:19 PM

Final Approval Date: 07/16/2010

Hidalgo County Precinct #1
Mile 17 Road Widening

June 2010

Eng 10.018

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

June 22, 2010

Commissioner A.C. Cuellar Jr.
County of Hidalgo, Precinct #1
1902 Joe Stephens Ave.
Weslaco, Tx 78596

Re: Mile 17 Road Widening (*FM 88 to FM 1015*)
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Cuellar,

It is our pleasure to submit to Hidalgo County Precinct #1, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on Mile 17 has led us to the understanding that there are approximately 11 parcels for right-of-way acquisition. Based on this information the following are our basic fees for right-of-way acquisition and engineering services $38,500.00 and $215,095.68 respectively for the parcels and design of Mile 17. RPR services including project management during construction is an optional but recommended service. This would ensure daily construction oversight and compliance. Our fee for daily site observations during site civil construction is estimated to be $107,547.85. The total fees above are based on the following breakdown:

Phase/ Section	**Fee**
Phase I (From FM 1015 West to Mile 4)	$182,005.83
Phase II (From Mile 4 0.5 Miles to West To Drain Ditch)	$107,829.27
Phase III (From FM 88 0.5 Miles to East To Drain Ditch)	$ 71,308.43
Total:	**$361,143.53**

We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1. We will be conducting services for the 11 parcels as follows:

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners

We will then proceed with construction plans of the widening of Mile 17. The plans will be created for a total reconstruction profile, meeting all criteria requirements set forth by the County. We will be performing services for the new streets as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimate
- Construction Cut Sheets
- Close Out Documentation
- As-Built Plans

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
Principal

JES/fq

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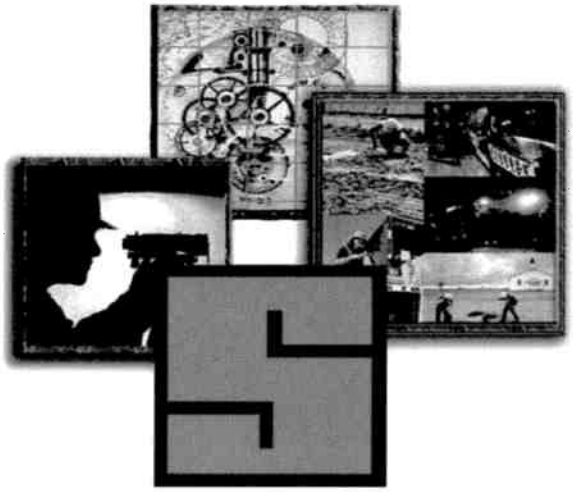


EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 1

Mile 17 Road Widening

Scope of Services

1. The following provides an outline of the srvices to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. 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.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

   Public Meetings
   a. Approve agenda and all exhibits prior to public meeting.
   b. Approve date and location of the meeting.
   c. Review/approve Public Meeting Report

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.

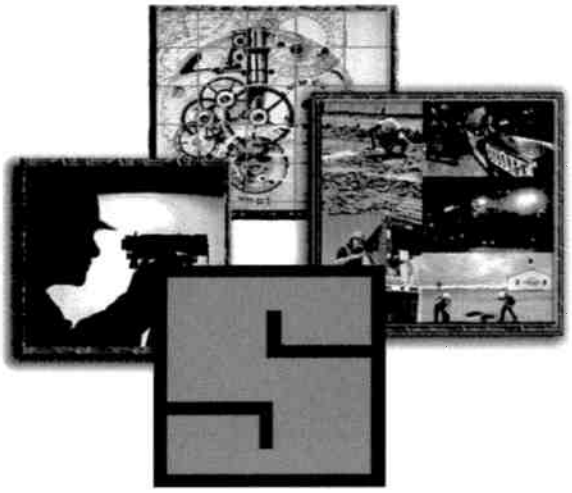


EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 1

Mile 17 Road Widening

Scope of Services

This project consists of obtaining all necessary documentation and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1 as well as construction plans for the Mile 17 Road Widening.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
    a. Property Owner Investigation
    b. Title Research
    c. Boundary Survey
    d. Property Map
    e. Right-of-Way Map
    f. Aerial Map
    g. Metes and Boundary Description
    h. Set Parcel Lot Corners

2. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans and profiles for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #1.

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EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

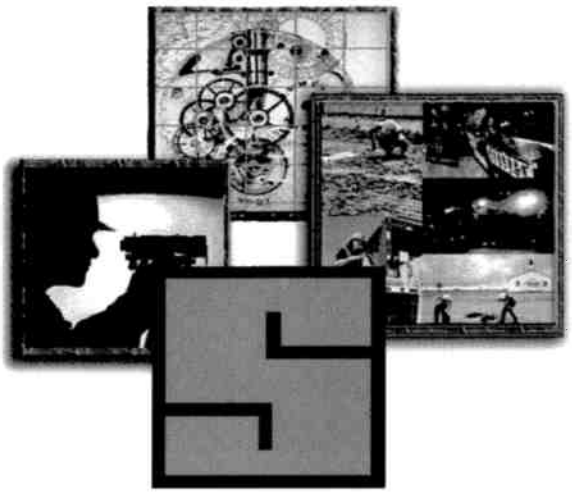


EXHIBIT "C"

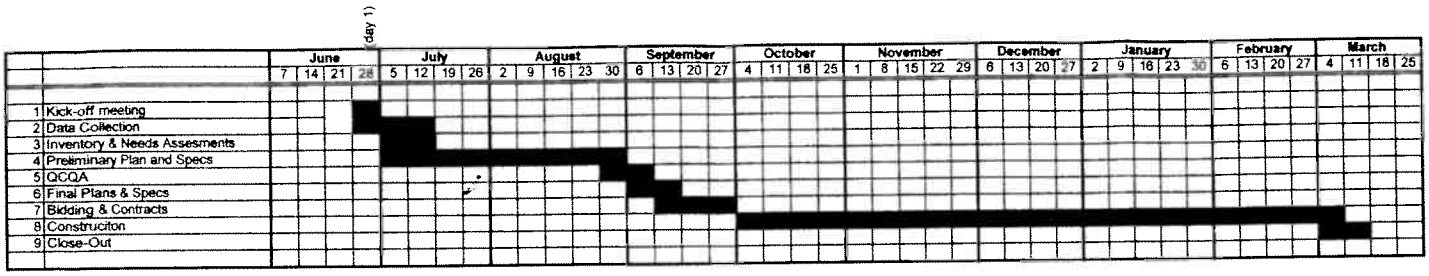
Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: June 10, 2010

PROJECT: Hidlago County Precinct #1 Mile 17 Improvements



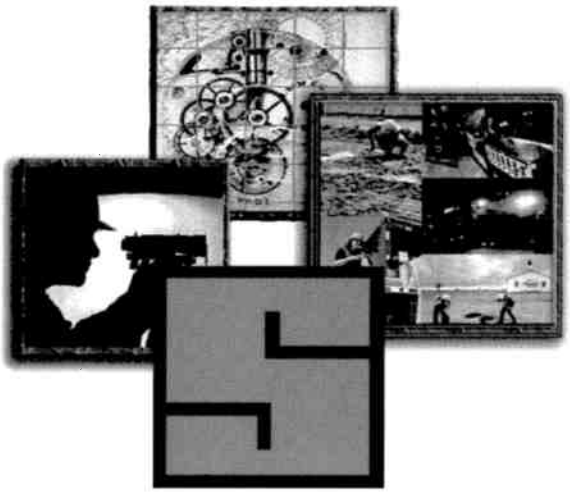


EXHIBIT "D"

Estimated Cost Proposal

J.E. Saenz & Associates, Inc.

6/22/2010

Project Name:Mile 17 (Ciro Casares) FromMile 4 to FM 1015

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

PHASE I

5,400 L.F. OF ROAD WIDENING W/ CURB & GUTTER

PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	54	STA	$450.00	$24,300.00
2	3" HMAC PAVEMENT, TYPE "D"	16,950	S.Y.	$11.00	$186,450.00
3	8" FL BS COMPACT 95% DENSITY	18,750	S.Y.	$7.50	$140,625.00
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	21,150	S.Y.	$6.00	$126,900.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	3,390	GAL	$4.50	$15,255.00
6	TYPE "F" INLETS	20	E.A.	$3,000.00	$60,000.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	5,900	L.F.	$30.00	$177,000.00
8	6' CONCRETE VALLEY GUTTER	475	L.F.	$21.00	$9,975.00
9	DRVWYS (CONC PAV)	850	S.Y.	$28.00	$23,800.00
10	5' CONCRETE SIDEWALK	3,000	S.Y.	$30.00	$90,000.00
11	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	10,800	L.F.	$8.00	$86,400.00
12	ADA RAMPS	10	E.A.	$900.00	$9,000.00
13	CULVERT EXTENSION	46	L.F.	$300.00	$13,800.00
14	STRIPING & SIGNING	1	L.S.	$10,000.00	$10,000.00
15	DITCH CLEARING (500' EACH SIDE)	1	L.S.	$2,500.00	$2,500.00
16	MOBILIZATION/ DEMOBILIZATION	1	L.S.	$10,000.00	$10,000.00
17	EROSION CONTROL	1	L.S.	$5,000.00	$5,000.00
18	TRAFFIC CONTROL	1	L.S.	$6,000.00	$6,000.00
				SUB TOTAL:	**$997,005.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$997,005.00
2) 10 % CONTINGENCY	$99,700.50
3) ENGINEERING SERVICES	$109,670.55
4) RPR SERVICES	$54,835.28
5) PARCEL ACQUISITION (5 @ $3,500)	$17,500.00

TOTAL: $1,278,711.33

J.E. Saenz & Associates, Inc.

6/22/2010

Project Name:Mile 17 (Ciro Casares) From Mile 4 (Yellow Jacket Drive) 0.5 Miles West to Drain Ditch

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

PHASE II

2,800 L.F. OF ROAD WIDENING W/ CURB & GUTTER

PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	28	STA	$450.00	$12,600.00
2	3" HMAC PAVEMENT, TYPE "D"	9,370	S.Y.	$11.00	$103,070.00
3	8" FL BS COMPACT 95% DENSITY	10,290	S.Y.	$7.50	$77,175.00
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	11,510	S.Y.	$6.00	$69,060.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	1,874	GAL	$4.50	$8,433.00
6	REMOVAL INLET STRUCTURE	6	E.A.	$450.00	$2,700.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	2,800	L.F.	$30.00	$84,000.00
8	6' CONCRETE VALLEY GUTTER	300	L.F.	$21.00	$6,300.00
9	5' CONCRETE SIDEWALK	1,530	S.Y.	$30.00	$45,900.00
10	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	5,500	L.F.	$8.00	$44,000.00
11	ADA RAMPS	11	E.A.	$900.00	$9,900.00
12	TYPE "F" INLETS	11	E.A.	$3,000.00	$33,000.00
13	DRVWYS (CONC PAV)	150	S.Y.	$28.00	$4,200.00
14	STRIPING & SIGNING	1	L.S.	$5,000.00	$5,000.00
15	DITCH CLEARING (500' EACH SIDE)	1	L.S.	$2,500.00	$2,500.00
16	REMOVAL CONCRETE SIDEWALK	600	S.Y.	$9.00	$5,400.00
17	MOBILIZATION/ DEMOBILIZATION	1	L.S.	$7,500.00	$7,500.00
18	EROSION CONTROL	1	L.S.	$2,500.00	$2,500.00
19	TRAFFIC CONTROL	1	L.S.	$3,000.00	$3,000.00
				SUB TOTAL:	**$526,238.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$526,238.00
2) 10 % CONTINGENCY	$52,623.80
3) ENGINEERING SERVICES	$57,886.18
4) RPR SERVICES	$28,943.09
5) PARCEL ACQUISITION (6@ $3,500)	$21,000.00

TOTAL: **$686,691.07**

Project Name:Mile 17 (Ciro Casares) From FM 88 0.5 Miles East to Drain Ditch

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

PHASE III

2,600 L.F. OF ROAD RECONSTRUCTION W/ CURB & GUTTER

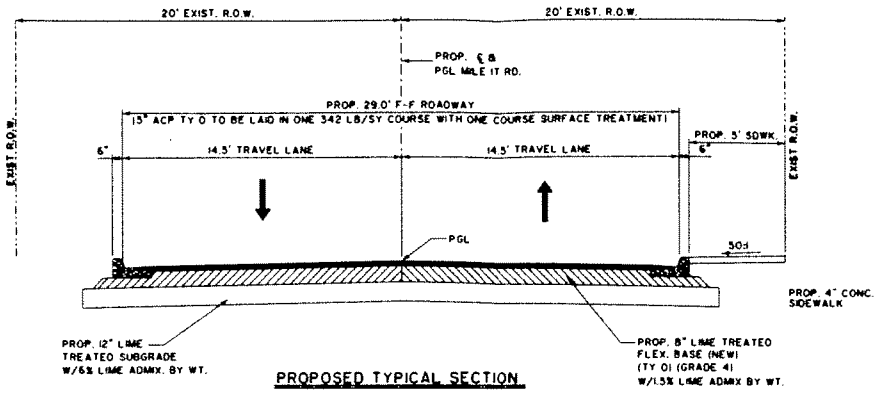
PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	26	STA	$450.00	$11,700.00
2	3" HMAC PAVEMENT, TYPE "D"	7,367	S.Y.	$11.00	$81,037.00
3	8" FL BS COMPACT 95% DENSITY	8,220	S.Y.	$7.50	$61,650.00
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	9,350	S.Y.	$6.00	$56,100.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	1,473	GAL	$4.50	$6,630.30
6	REMOVAL INLET STRUCTURE	14	E.A.	$450.00	$6,300.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	200	L.F.	$30.00	$6,000.00
8	6' CONCRETE VALLEY GUTTER	655	L.F.	$21.00	$13,755.00
9	5' CONCRETE SIDEWALK	1,420	S.Y.	$30.00	$42,600.00
10	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	5,100	L.F.	$8.00	$40,800.00
11	ADA RAMPS	12	E.A.	$900.00	$10,800.00
12	TYPE "F" INLETS	17	E.A.	$3,000.00	$51,000.00
13	DRVWYS (CONC PAV)	600	S.Y.	$28.00	$16,800.00
14	STRIPING & SIGNING	1	L.S.	$5,000.00	$5,000.00
15	REMOVAL CONCRETE SIDEWALK	1,000	S.Y.	$9.00	$9,000.00
16	MOBILIZATION/ DEMOBILIZATION	1	L.S.	$7,500.00	$7,500.00
17	EROSION CONTROL	1	L.S.	$2,500.00	$2,500.00
18	TRAFFIC CONTROL	1	L.S.	$3,000.00	$3,000.00
				SUB TOTAL:	**$432,172.30**

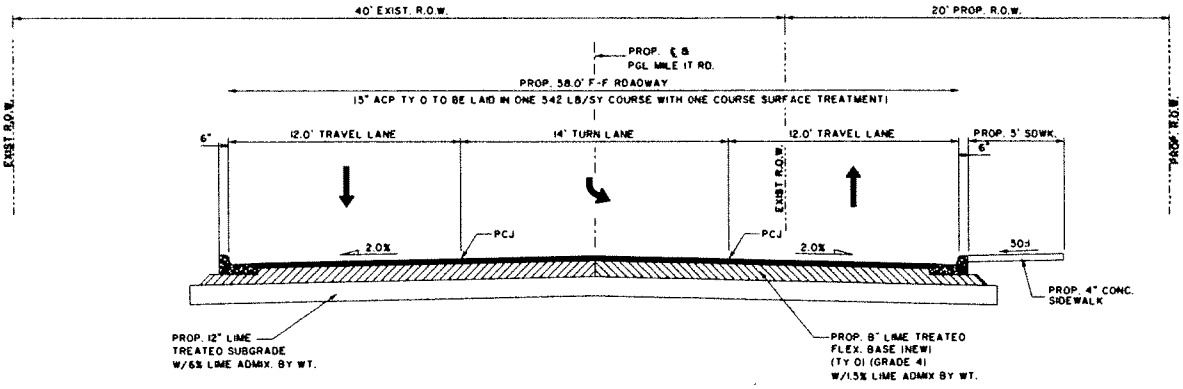
I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$432,172.30
2) 10 % CONTINGENCY	$43,217.23
3) ENGINEERING SERVICES	$47,538.95
4) RPR SERVICES	$23,769.48

TOTAL: **$546,697.96**



PROPOSED TYPICAL SECTION



PROPOSED TYPICAL SECTION
WITHIN SCHOOL AREAS

FOR INTERIM REVIEW ONLY
NOT INTENDED FOR CONSTRUCTION
BIDDING OR PERMIT PURPOSES

YARA M. CORBITT
LICENSE NUMBER 100129

DATED: 6/22/2010

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3253
EDINBURG, TEXAS 78540
TEL. (956) 383-2864
FAX (956) 383-3736

MILE 17 ROAD TYPICAL SECTIONS

ISSUED FOR:
DRAWN:
DESIGN:
CHECKED:
FILE:
SCALE:
DATE:
SHEET NO.
PROJECT NO. ENG 10.018

P:\JESAENZ\ENGPROJS\ENG2010\ENG 10.018 Mile 17 Road\E-- Design & Estimates\CAD Files\DGN\SHT # _TYPICAL SECTIONS.dgn

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-235-07-20

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, J.E. Saenz & Associates, Inc., professional engineers of Edinburg, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase I of Mile 17 Road from FM 1015 West to Mile 4 (Yellow Jacket Drive).

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$182,005.83**. The breakdown of the total amount is $17,500.00 for right of way acquisition, $109,670.55 for engineering services and $54,835.28 for RPR services. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. 2010-1336-421-00-220-042-0-720

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on March 16, 2011 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: _____

AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:	THE OWNER:
(Firms Name)	HIDALGO COUNTY
_____	_____
By: (Name of Engineer)	By: Rene A. Ramirez, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-235-07-20

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **J. E. Saenz & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "Mile 17N between FM 1015 & Mile 5W" for **Hidalgo County Precinct Number 1** (hereinafter referred to as the **"Project"**).

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, Owner has selected the **Engineer** to provide the Services (hereinafter defined) within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the

development of the **Project** with the following:

2.1 **Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

2.2 **Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto and made a part of this Agreement.

2.3 **Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**" in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

2.4 **Non-Exclusive Services of Engineer.** Hidalgo County reserves the right to request these services from other sources other than the Engineer and shall not be in violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 **Term.** This Agreement shall commence upon approval of this agreement for a term of one (1) year, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 **Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner**

pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**=s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**=s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give

consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner.** The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner,** in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer,** conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic

review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"**-***Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before

noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 **Final Payment**. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due (a**Final Payment**@) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 **Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver**. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. **Work Authorization**. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in EXHIBIT "E"- ***Work***

Authorization Form, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall

serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. **Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT** "D", attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that

such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership and Release of Documents.**

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise

drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer=s** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. **Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to

such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. **Sub-Contracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. **Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The

Engineer hereby grants to the Owner a non-exclusive, royalty-free license under patents now or hereafter owned by the Engineer covering any machines, apparatus, processes, articles, or products included in the Engineer's work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Owner, or any other confidential information given to the Engineer by any of the Owner's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the Owner if necessary to perform the work hereunder. The Engineer shall, however, inform each of its employees who receive such information of these restrictions and the Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the Owner, effectuating the purposes of this Article.

16.2 Inventions. The Engineer shall communicate to the Owner at once, and require

the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be

made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 **Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable

governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be

suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any PS&E developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such PS&E.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. **Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 **Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 **Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work

required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment is the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively ALiabilities@) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or

omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars ($250,000) each person for bodily

injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as EXHIBIT "G"– ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. **Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. **Non-Collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid

or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the Owner.

ARTICLE 26. **Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	ENGINEER:
Hidalgo County	J. E. Saenz & Associates, Inc.
100 E. Cano, 2nd, Floor	211 East Wisconsin Road
Edinburg, Texas 78539	Edinburg, Texas 78539

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete

authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the Engineer and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2010.

ENGINEER:
J. E. SAENZ & ASSOCIATES, INC.

BY:_____
Jose E. "Eddie" Saenz, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on July 20, 2010.

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

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer=s Rates
EXHIBIT D-1	-Fee Breakdown
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications(RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

December 21, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Professional Engineering Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ NO: 2010-011-01-13-MSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional E ngineering Services"
RFQ NO: 2010-011-01-13-MSS

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
   (Page 8 must be submitted with response)
3. Exhibit "A", Requireme nts, consisting of 11 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
   (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
   (Must be submitted with response)
6. Exhibit "D", Conflict of Interest Question naire (CIQ), consisting of 1 page.
   (Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
   (Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
   (Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
   (Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
    (Must be submitted with response)
11. Attachment "A" Documentation Requi red on Building & Road & Bridge Construction Project, consisting of 1 pages.
12. Attachment "B" Professional Services Procurement Form, consisting of 1 p age.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

12/21/09
Date

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

RFQ NO: 2010-011-01-13-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 13, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE RFQ NO: 2010-011-01-13-MSS

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services -Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2010-011-01-13-MSS-PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 13, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2010-011-01-13-MSS—PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY.

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

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

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

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

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

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

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

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

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

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

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

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

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

14. BILLING AND PAYMENT INSTRUCTIONS:

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

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

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

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

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

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

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

17. Ethical Standards:

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

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

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

18. Disclosure of Conflict of Interest

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

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

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

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

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

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

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

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

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

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

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

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

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

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

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

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

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

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

Request For Qualifications
for
Professional Engineering Services -Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2010-011-01-13-MSS

JANUARY 13, 2010

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

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

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

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

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting February 09, 2010 and ending on February 09, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-011-01-13-MSS

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

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Monday, January 4, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period starting February 9, 2010 and ending on February 9, 2011, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.
What does your firm specialize in?
Minimum experience:
Years?
Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal

2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services

* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 2010.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2010-011-01-13-MSS

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. **STAFFING OF PROJECT TEAM** (20)		
a) Information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract.	10	
b) Professional team members experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ).	5	
c) Similar experience gained through other clients substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.	5	

Comments/Rationale For Points: _____

2. **EXPERIENCE OF PROJECT TEAM / ABILITY TO COMMIT RESOURCES** (25)		
a) The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County.	10	
b) The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.	5	
c) Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.	10	

Comments/Rationale For Points: _____

3. **METHODOLOGY** (15)		
a) The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project	15	

Comments/Rationale For Points: _____

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS** (30)		
a) Demonstrate an understanding of the scope of services	10	
b) Address appropriate Federal/State/Local regulations and policies	15	
c) Identify information to be gathered or obtained	5	

Comments/Rationale For Points: _____

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATION** (10)		
a) The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).	10	

Comments/Rationale For Points: _____

Total _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
B					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 LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
C					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
D					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ 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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | - | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:			
	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 1

Mile 17 Road Widening

Scope of Services

This project consists of obtaining all necessary documentation and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1 as well as construction plans for the Mile 17 Road Widening.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
    a. Property Owner Investigation
    b. Title Research
    c. Boundary Survey
    d. Property Map
    e. Right-of-Way Map
    f. Aerial Map
    g. Metes and Boundary Description
    h. Set Parcel Lot Corners

2. Paving Improvements
    a. Conduct a topographic survey for the project area.
    b. Generate plans and profiles for the proposed project.
    c. Provide site visits to monitor construction progress.
    d. Review pay request and make recommendations.
    e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
    f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineers Agreement Rates

J.E. Saenz & Associates, Inc.
Hourly Rates (2009)

Principal	$175.00
Registered Professional Land Surveyor	$150.00
Professional Engineer III	$145.00
Professional Engineer II	$135.00
Professional Engineer I	$125.00
Certified Planner AICP	$100.00
Assistant Planner	$ 75.00
Engineer Assistant III	$ 95.00
Engineer Assistant II	$ 85.00
Engineer Assistant I	$ 75.00
GIS Analyst III	$ 75.00
GIS Analyst II	$ 65.00
GIS Analyst I	$ 55.00
Construction Superintendent	$ 85.00
Right-of-Way Agent	$ 80.00
Technician III	$ 65.00
Technician II	$ 60.00
Technician I	$ 55.00
Survey Coordinator	$ 70.00
Resident Project Representative	$ 70.00
Secretary/Clerical/Support Staff	$ 45.00
Runner Services (including mileage within metro area)	$ 25.00
GPS Crew	$125.00
4-Man Survey Crew	$ 95.00
3-Man Survey Crew	$ 85.00
2-Man Survey Crew	$ 75.00

EXPENSES

Direct Expenses	Actual Cost x 1.10
Large Format Copies/Printer	
Scan to File	$0.25/Sq. Ft.
Bond Paper	$0.50/Sq. Ft.
Mylar 24"x 36"	$2.25/Sq. Ft.
Plotter 750	
Mylar 24"x 36"	$2.50/Sq. Ft.
Roll Stock	$0.25/Sq. Ft.
Fax	$1.00/Page
Photocopies	$0.10/Page
Mileage	$0.40/Mile

EXHIBIT D-1

-Fee Breakdown

J.E. Saenz & Associates, Inc.

6/8/2010

Project Name:Mile 17 (Ciro Casares) From FM 88 to Mile 4

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

PHASE I

5,300 L.F. OF ROAD WIDENING W/ CURB & GUTTER

PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	53	STA	$450.00	$23,850.00
2	3" HMAC PAVEMENT, TYPE "D"	20,069	S.Y.	$11.00	$220,759.00
3	8" FL BS COMPACT 95% DENSITY	22,479	S.Y.	$7.50	$168,592.50
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	22,479	S.Y.	$6.00	$134,874.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	4,014	GAL	$4.50	$18,062.10
6	REMOVAL INLET STRUCTURE	20	E.A.	$450.00	$9,000.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	3,000	L.F.	$30.00	$90,000.00
8	6' CONCRETE VALLEY GUTTER	955	L.F.	$21.00	$20,055.00
9	5' CONCRETE SIDEWALK	2,900	S.Y.	$30.00	$87,000.00
10	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	10,430	L.F.	$8.00	$83,440.00
11	ADA RAMPS	23	E.A.	$900.00	$20,700.00
12	TYPE "F" INLETS	28	E.A.	$3,000.00	$84,000.00
13	DRVWYS (CONC PAV)	750	S.Y.	$28.00	$21,000.00
14	STRIPING & SIGNING	1	L.S.	$10,000.00	$10,000.00
15	DITCH CLEARING (500' EACH SIDE)	1	L.S.	$2,500.00	$2,500.00
16	REMOVAL CONCRETE SIDEWALK	1,600	S.Y.	$9.00	$14,400.00
17	RELOCATION OF TRAFFICE SIGNALS	1	L.S.	$40,000.00	$40,000.00
18	MOBILIZATION/ DEMOBILIZATION	1	L.S.	$10,000.00	$10,000.00
19	EROSION CONTROL	1	L.S.	$5,000.00	$5,000.00
20	TRAFFIC CONTROL	1	L.S.	$6,000.00	$6,000.00
				SUB TOTAL:	**$1,069,232.60**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$1,069,232.60
2) 10 % CONTINGENCY	$106,923.26
3) RPR SERVICES	$58,807.79
TOTAL:	**$1,234,963.65**

J.E. Saenz & Associates, Inc.

6/8/2010

Project Name:Mile 17 (Ciro Casares) FromMile 4 to FM 1015

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

PHASE II

5,400 L.F. OF ROAD WIDENING W/ CURB & GUTTER

PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	54	STA	$450.00	$24,300.00
2	3" HMAC PAVEMENT, TYPE "D"	33,521	S.Y.	$11.00	$368,731.00
3	8" FL BS COMPACT 95% DENSITY	36,950	S.Y.	$7.50	$277,125.00
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	36,950	S.Y.	$6.00	$221,700.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	6,704	GAL	$4.50	$30,168.90
6	TYPE "F" INLETS	20	E.A.	$3,000.00	$60,000.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	5,900	L.F.	$30.00	$177,000.00
8	6' CONCRETE VALLEY GUTTER	475	L.F.	$21.00	$9,975.00
9	DRVWYS (CONC PAV)	850	S.Y.	$28.00	$23,800.00
10	5' CONCRETE SIDEWALK	3,000	S.Y.	$30.00	$90,000.00
11	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	10,800	L.F.	$8.00	$86,400.00
12	ADA RAMPS	10	E.A.	$900.00	$9,000.00
13	CULVERT EXTENSION	46	L.F.	$300.00	$13,800.00
14	STRIPING & SIGNING	1	L.S.	$10,000.00	$10,000.00
15	DITCH CLEARING (500' EACH SIDE)	1	L.S.	$2,500.00	$2,500.00
16	MOBILIZATION/ DEMOBILIZATION	1	L.S.	$10,000.00	$10,000.00
17	EROSION CONTROL	1	L.S.	$5,000.00	$5,000.00
18	TRAFFIC CONTROL	1	L.S.	$6,000.00	$6,000.00
				SUB TOTAL:	**$1,425,499.90**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$1,425,499.90
2) 10 % CONTINGENCY	$142,549.99
3) RPR SERVICES	$78,402.49
TOTAL:	**$1,646,452.38**

J.E. Saenz & Associates, Inc.

6/10/2010

Project Name: Mile 17 Road Widening

Project Number: Eng. 10.018

STATEMENT OF PROBABLE COST

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	ROW MAPPING (12 Parcels)	12	E.A.	$3,500.00	$42,000.00
				SUB TOTAL:	$42,000.00

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) ROW MAPPING SERVICES $42,000.00

TOTAL: $ 42,000.00

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on _____,2010 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: _____

AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:	THE OWNER:
(Firms Name)	HIDALGO COUNTY
_____	_____
By: (Name of Engineer)	By: Rene A. Ramirez, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ 2010 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2010.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

Client#: 12078 JESAENZ1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Lloyds	38253
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Lexington Insurance Company	19437
INSURER D: Hartford Underwriters Ins Co	30104
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	65SBAPZ5144	02/23/10	02/23/11	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
D		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	65UECTW9306	02/23/10	02/23/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001212531	05/27/10	05/27/11	[ ] 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
C		OTHER Professional Liability	044177473	06/15/10	06/15/11	$1,000,000 Each Claim $2,000,000 Aggregate $50,000 Ded Each Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
New Administration Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-22069 **20.B.2.**

TCEQ-WasteWater Permit Renewal/US Geological Survey
CC REGULAR

Date:	07/20/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Requesting approval to issue payment of $200.00 to Texas Commission on Environmental Quality in order to complete the correct amount of fee of $515.00 in connection with renewal of TCEQ Domestic Waste Water Permit Application for Precinct #1's Delta Lake Park WWTF-Regulated Entity #RN101917748 (as previously approved and authorized by CC on 6-15-10 through PO #641455-$315.00) with authority for County Treasurer to issue a manual check, if necessary, to comply with time sensitive deadline after completion of County Auditor's review and processing procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-121-013-0-811

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

BUDGETARY IMPACT:

Line item transfer in the amount of $200.00, pending approval of AI #22073 CC 7-20-10.

Attachments

Link: CC 6-15-10

Link: Request e-mail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2010 03:56 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 04:02 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2010 04:19 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Marty Salazar Started On: 07/16/2010 03:35 PM

Final Approval Date: 07/16/2010

AI-21625 **15.C.**

Approvals/Pct. #1-TCEQ-WasteWater Permit Renewal/USGeo.Survey
CC CONSENT

Date: 06/15/2010
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting approval to submit TCEQ Domestic WasteWater Permit Application Renewal in the Amount of $315.00 for Hidalgo County Precinct No. 1-Delta Lake Park, payable to: Texas Commission on Environmental Quality with release of PO #641455 after County Auditor's review and processing procedures complete and for County Treasurer to issue payment with a manual check, if necessary due to notices of possible park closure received by Precinct #1;

2. Ratification on issuance of PO#641115 in the amount of $13.00 to United States Geological Survey with authority to issue payment as required for renewal for Precinct #1's Delta Lake Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1100-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Obj. 640 "Reference Materilals"-PO #641115-Amount available as of 6-11-10 $13.00 for US Geological Survey. See section G of permit application.
Obj. 811 "Licenses & Permits"-PO #641455-Amount available as of 6-11-10 $315.00 for Texas Comm. of Environmental Quality.

Attachments

Link: map
Link: Attachments
Link: USGEOLOGICAL
Link: Gomez Waste Water letter
Link: TCEQ 1
Link: Texas Commission letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/11/2010 01:39 PM	APRV
2	Budget & Management	Angela Garcia	06/11/2010 02:46 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/11/2010 04:41 PM	APRV
4	Auditor's Office		06/11/2010 05:03 PM	NEW

Form Started By: Darlene Betancourt Started On: 06/10/2010 02:33 PM

Final Approval Date: 06/11/2010

AGUSTIN GOMEZ
WASTEWATER SERVICES
P O BOX 1012
ELSA, TX 78543
(956) 472 6532
369 1892
AUGIE21GOMEZ@YAHOO COM

FACSIMILE TRANSMITTAL SHEET

TO SANTIAGO	FROM AGUSTIN GOMEZ
COMPANY HIDALGO COUNTY	DATE JANUARY 20, 2010
FAX NUMBER 262 9840	TOTAL NO OF PAGES INCLUDING COVER: 1
PHONE NUMBER 262 6585	SENDER'S REFERENCE NUMBER A GOMEZ WASTEWATER SERVICES
RE STATE PERMIT	YOUR REFERENCE NUMBER PHONE

X URGENT FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

COMMENTS

Santiago,

As per the permit renewal, we must order a

USGA Topographic Quadrangle Map with 7.5 minute scale, this map will be included in the permit package and must be ordered as soon as possible, the phone # and the stock # is included in this fax witch is 1-888-275-8747 (stock # 97233 : Lasara Map).

Please feel free and call me if you have any questions or concerns.

Thank you,

Agustin Gomez

United States Department of the Interior

GEOLOGICAL SURVEY

TAKE PRIDE IN AMERICA

To Whom it may concern: 04/21/2010

The United States Geological Survey distributes the 7.5 minute map (also know as the 1:24,000 scale) map. The price for this scale of map is $8.00 each plus a $5.00 handling fee.

You may purchase the map at http://store.usgs.gov, or call the toll free at 1-888-275-8747 and order by phone with a credit card.

Mail in orders go to address below. Check made out to the USGS.

Sabra Lopez
USGS, National Science Network
Box 25286
Denver Federal Center
Denver, CO 80225
Voice: 303-202-4581
FAX: 303-202-4188
Email: salopez@usgs.gov

COUNTY of HIDALGO



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

Attn: Accounting / Budget Dept.
From: Parks Dept Santiago Zavala
Date: 6/1/10

Final notice on permits, photo maps and calibration of waste water treatment plant located at Delta Lake Park. We need p.o's for these items and services in order to be in compliance. Please put a priority on these quotes due to the sensitivity of these goods and services. If we do not get these p.o's we are in jeopardy of having the park closed. This is the second notice that we have submitted in for purchase orders.

Quote: United States Geological Survey for $13.00
Quote: Texas Commission on Environmental Quality $315.00
Quote: Sendero, DBA Poco Parte Ventures Inc. $835.00

Requisition Entry/Approval - FOENT01B 02/09/10 11:09 am

Requisition # 00176621 | Prtg Requisition | Date Entered 06-02-2010 | Account Year 0 | PO # | Item Total 315.00

Enter | Req's Only | Approve | Approve By Year | Requisition Status: Needs Approval by PCT1 | View | Acct Total 315.00

Order Header | Items | Accounts | Inquire | Approval

Inquire | Vendor Documents | Stipend Vendor: | Order: | Approval Level

TEXAS COMM. ON ENVIRONMENTAL QUALITY
P.O. BOX 13088
AUSTIN TX 78711-3088

Type:
Order: HIDALGO CO. PCT 1
Ship: HIDALGO CO. PCT 1
Special Inst Internal: CHARGE FOR WASTE WATER PLANT PERMIT RENEWAL FOR | View
Po Special Inst: P82
Owner: AWEBBER

Line No	Qnty Ordered	Description	Unit Price	Final Cost
1	1	TCEQ DOMESTIC WASTE WATER PERMIT RENEWAL FEE	315.00	315.00

Account Number	Description	Account Balance	Amount
0-1100-452-00-121-013-0-811	PCT1 PARKS-LICENSES & PERMITS	.00	315.00

Entered 6-9-10

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ DOMESTIC WASTEWATER PERMIT APPLICATION
DOMESTIC ADMINISTRATIVE REPORT

SUBMIT THIS CHECKLIST WITH THE APPLICATION (Do not submit the instructions with the application; indicate if the following are included in the application.)

APPLICANT_____

PERMIT NUMBER_____

WORKSHEET	Y	N	WORKSHEET	Y	N
ADMINISTRATIVE REPORT 1.0			ORIGINAL USGS MAP		
ADMINISTRATIVE REPORT 1.1			AFFECTED LANDOWNER MAP		
SPIF			BUFFER ZONE MAP		
TECHNICAL REPORT 1.0			FLOW DIAGRAM		
TECHNICAL REPORT 1.1			SITE DRAWING		
WORKSHEET 2.0			ORIGINAL PHOTOGRAPHS		
WORKSHEET 2.1			DESIGN CALCULATIONS		
WORKSHEET 3.0			DESIGN FEATURES		
WORKSHEET 3.1			SOLIDS MANAGEMENT PLAN		
WORKSHEET 4.0			WATER BALANCE		
WORKSHEET 5.0			COPY OF APPLICATION FEE CHECK		
WORKSHEET 6.0 (required for all POTWs)			LANDOWNER DISK OR LABELS		
WORKSHEET 7.0			ALL FEES OWED TCEQ ARE PAID		

Please indicate by a check mark the amount submitted for the application fee:

check made to TCEQ

Flow	New/Major Amendment		Renewals	
< .05 MGD	____	$350.00	____	$315.00
≥ .05 but < .10 MGD	____	$550.00	____	$515.00
≥ .10 but < .25 MGD	____	$850.00	____	$815.00
≥ .25 but < .50 MGD	____	$1,250.00	____	$1,215.00
≥ .50 but < 1.0 MGD	____	$1,650.00	____	$1,615.00
≥ 1.0 MGD	____	$2,050.00	____	$2,015.00

Amount needed

Minor Amendment (any flow) ____ $115.00

COD. # 92670

A COPY OF THE APPLICATION FEE CHECK MUST BE SUBMITTED WITH THE APPLICATION

For Commission Use Only:
Segment Number _____ County _____
Expiration Date _____ Region _____
Proposed/Current Permit Number _____

COUNTY of HIDALGO



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

Attn: Accounting / Budget Dept.
From: Parks Dept Santiago Zavala
Date: 6/1/10

Final notice on permits, photo maps and calibration of waste water treatment plant located at Delta Lake Park. We need p.o's for these items and services in order to be in compliance. Please put a priority on these quotes due to the sensitivity of these goods and services. If we do not get these p.o's we are in jeopardy of having the park closed. This is the second notice that we have submitted in for purchase orders.

Quote: United States Geological Survey for $13.00
Quote: Texas Commission on Environmental Quality $315.00
Quote: Sendero, DBA Poco Parte Ventures Inc. $835.00

Purchase Order

COUNTY OF HIDALGO

PO#: 641115

DATE: 06/03/10

VENDOR: 309834 REQ:00176602

Email:

Phone:(303)202-4586

US GEOLOGICAL SURVEY
DFC BLDG 810 BOX 25286
DENVER CO 80225

Vendor Acct:

BUYER:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: HIDALGO CO. PCT 1

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	EACH	7.5 GEOLOGICAL MINUTE MAP	8.00	8.00
1	EACH	HANDLING	5.00	5.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		13.00
		**********		
		For Hidalgo County use only		
		0-1100-452-00-121-013-0-640 13.00		
		Approved		
		_____		

Authorized by: Martha L. Salazar

GOMEZ WASTEWATER SERVICES

P.O BOX 1012
ELSA, TX 78543
(956)472-6532

Mr. Salazar,

The information that is being requested is needed for the permit renewal of the existing state permit for the Delta Lake Park, the information has been requested for some months now.

The $315.00 that is being requested is for the permit application which must be attached with the entire package which consist of two parts the administrative and domestic side, the domestic part relates mostly to the facility and the administrative part relates to the county side, I have completed 75% of the administrative part but still there are issues that pertain to the Pct.1 (County of Hidalgo).

The package consists of sampling results, questions related to the facility, photos, design of the facility and administrative questions. The permit is renewed every five years, without the permit the facility will be in violation.

If you need further information please feel free and call me.

Thank you,

Agustin Gomez
209 W. Holy Innocent Dr.
P.O Box 1012
Elsa Tx. 78543
Augie21gomez@yahoo.com
472-6532

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ DOMESTIC WASTEWATER PERMIT APPLICATION
DOMESTIC ADMINISTRATIVE REPORT

SUBMIT THIS CHECKLIST WITH THE APPLICATION (Do not submit the instructions with the application; indicate if the following are included in the application.)

APPLICANT Hidalgo County Precinct 1

PERMIT NUMBER 10973-001

WORKSHEET	Y	N	WORKSHEET	Y	N
ADMINISTRATIVE REPORT 1.0	✓		ORIGINAL USGS MAP		
ADMINISTRATIVE REPORT 1.1	✓		AFFECTED LANDOWNER MAP		
SPIF			BUFFER ZONE MAP		
TECHNICAL REPORT 1.0	✓		FLOW DIAGRAM	✓	
TECHNICAL REPORT 1.1	✓		SITE DRAWING	✓	
WORKSHEET 2.0			**ORIGINAL PHOTOGRAPHS**	✓	
WORKSHEET 2.1			DESIGN CALCULATIONS	✓	
WORKSHEET 3.0			DESIGN FEATURES	✓	
WORKSHEET 3.1			SOLIDS MANAGEMENT PLAN		
WORKSHEET 4.0			WATER BALANCE		
WORKSHEET 5.0			COPY OF APPLICATION FEE CHECK	✓	
WORKSHEET 6.0 (required for all POTWs)			LANDOWNER DISK OR LABELS		
WORKSHEET 7.0			ALL FEES OWED TCEQ ARE PAID		

Please indicate by a check mark the amount submitted for the application fee:

Flow	New/Major Amendment	Renewals
< .05 MGD	____ $350.00	✓ $315.00
≥ .05 but < .10 MGD	____ $550.00	____ $515.00
≥ .10 but < .25 MGD	____ $850.00	____ $815.00
≥ .25 but < .50 MGD	____ $1,250.00	____ $1,215.00
≥ .50 but < 1.0 MGD	____ $1,650.00	____ $1,615.00
≥ 1.0 MGD	____ $2,050.00	____ $2,015.00

Minor Amendment (any flow) ____ $115.00

A COPY OF THE APPLICATION FEE CHECK MUST BE SUBMITTED WITH THE APPLICATION

For Commission Use Only:
Segment Number _____ County _____
Expiration Date _____ Region _____
Proposed/Current Permit Number _____

DOMESTIC ADMINISTRATIVE REPORT 1.0
THE FOLLOWING IS REQUIRED FOR ALL APPLICATIONS: RENEWAL, NEW AND AMENDMENT
PLEASE FOLLOW THE INSTRUCTIONS WHILE COMPLETING THE APPLICATION

Type of application:
___ New TPDES
___ Major amendment to existing permit
_✓_ Renewal of existing permit
___ New TLAP
___ Minor modification to permit
___ Minor amendment to permit

If applying for an amendment/modification to a permit, please describe the request in detail.

1. APPLICANT INFORMATION (Instructions, Page 12)

a. Facility owner: County of Hidalgo Hidalgo County Pct. 1
(Owner of the facility must apply for the permit.)
Mailing address for use on the permit and permit correspondence:
Street No.____ Street name: 1902 Joe Stephens Street type ____
City: Weslaco P.O. Box ____ State: Tx. ZIP code: 78596
Telephone number: 956-262-6585
Tax Identification Number issued by the State Comptroller: TX 0072133
Charter Number issued by the Texas Secretary of State: ____
Check one:
___ The TCEQ has issued this Customer Reference Number to the owner: CN____
___ The owner has not yet received a Customer Reference Number. A complete Core Data Form (TCEQ-10400) listing the owner as the customer and this facility as the regulated entity must be attached to this application.

b. Co-Permittee information (complete only if the operator must be a co-permittee)
Facility operator: ____
Street No.:____ Street name:____ Street type: ____
City: P.O. Box: State: ZIP code: ____
Telephone number:____
Tax Identification Number issued by the State Comptroller:____
Charter Number issued by the Texas Secretary of State: ____
Check one:
___ The TCEQ has issued this Customer Reference Number to the owner: CN____
___ The owner has not yet received a Customer Reference Number. (A complete Core Data Form (TCEQ-10400) listing the owner as the customer and this facility as the regulated entity is attached to this application.)

Provide a brief description as to the need for a co-permittee.

c. **Individual information** (complete only if the facility owner or co-permittee is an individual)
Name:_____ Check one: _____ Male _____ Female
State Identification Number: _____
Date of Birth: _____
Assumed business of professional name: _____
Home address: _____
Street No._____ Street name:_____ Street type: _____
City:_____ State:_____ ZIP code: _____
Telephone number: _____ Email: _____
Business name: _____
Check one:
___ The TCEQ has issued this Customer Reference Number to the owner: CN _____
___ The owner has not yet received a Customer Reference Number. (A complete Core Data Form (TCEQ-10400) listing the owner as the customer and this facility as the regulated entity must be attached to this application.)

2. **Contact Information** (Instructions, Page 13)
Name: Santiago Zavala Telephone number: 956-262-6585
Company: Hidalgo County Pct. 2 Fax number: 956-262-9840
Street No._____ Street name:_____ Street type: _____
P.O. Box: Rt. 1 POBox 85-2 Email: _____
City: Edcouch State: TX. ZIP code: 78538
Check one or both: ✓ Administrative contact _____ Technical contact

Name: Santiago Zavala Telephone number: 956-262-6585
Company: Delta lake Park Fax number: _____
Street No._____ Street name:_____ Street type: _____
P.O. Box: RT1 257-2 Email: _____
City: Edcouch State: TX. ZIP code: 78538
Check one or both: ✓ Administrative contact _____ Technical contact

3. **Notice Information** (Instructions, Page 13)
a. **Individual** publishing the notices
Name: Santiago Zavala Telephone number: 956-262-6585
Company: Delta lake park Fax number: _____
Street No._____ Street name:_____ Street type: _____
P.O. Box: Rt 1 257-2 Email: _____
City: Edcouch State: TX. ZIP code: 78538

b. Method for receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package:

Indicate by a check mark the preferred method for receiving the first notice and instructions:

_____ E-mail: E-mail address: _____

_____ Fax: Fax number: _____

✓ Overnight/Priority mail: (self addressed, prepaid envelope required)

_____ Regular Mail: Street No. _____ Street name: _____ Street type: _____

P.O. Box: _____

City: _____ State: _____ ZIP code: _____

c. Contact in the Notice

Name: Santiago Zavala Telephone number: 956-262-6585

Company: Hidalgo County Pct. 2 **Fax number:** _____

Street No. _____ **Street name:** 1902 Joe Stephens **Street type:** _____

P.O. Box: _____ **Email:** _____

City: Weslaco State: TX. ZIP code: 78596

d. Public Place Information

(If the facility and/or outfall is located in more than one county, a public viewing place for each county must be provided.)

Location of public building: Delta lake Park

Public building name: Delta lake Park office

Name: Santiago Zavala Telephone number: 956-262-6585

Company: _____ Fax number: _____

Street No. _____ Street name: _____ Street type: _____

City: Edcouch State: TX. ZIP code: 78538

County: Hidalgo

e. Bilingual Notice Requirements:

FOR NEW PERMIT APPLICATIONS, MAJOR AMENDMENT AND RENEWAL APPLICATIONS
(Not applicable for minor amendment or minor modification applications.)
Please call the bilingual/ESL coordinator for the nearest elementary and middle schools and obtain the following information to determine if an alternative language notice is required:

1. Is a bilingual education program required by the Texas Education Code at the nearest elementary or middle school to the facility or proposed facility?
   Yes (No) (If No, alternative language notice publication is not required; skip to item 4. FACILITY INFORMATION.)

2. Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?
   _____ Yes _____ No

3. Do the students at these schools attend a bilingual education program at another location?
   Yes No

4. Would the school be required to provide a bilingual education program but the school has waived out of this requirement under 19 TAC Section 89.1205(g)?
_____ Yes ____ No

5. If the answer is yes to either 2, 3, or 4, public notice in an alternative language is required. Which language is required by the bilingual program?

Name of language: _____

(Complete instructions on publishing the alternative language notice will be available in your full public notice package. This section of the application is only used to determine if alternative language notice will be needed.)

4. FACILITY INFORMATION (Instructions, Page 14)

a. State/TPDES Permit No.: 10973-001 Expiration date: 7-1-2010
EPA Identification No.: TX0072133

Check one:

___ The TCEQ has issued this Regulated Entity Reference Number to the owner: RN _____

___ No Regulated Entity Reference Number has been received for this facility.

(One or more completed Core Data Forms (TCEQ-10400) listing this facility as the regulated entity are attached.)

b. Plant Name: Delta Lake Waste Water Facility
County in which the facility is located: Hidalgo
County in which the outfall(s) is located: Hidalgo
ZIP Code(s) in which the facility is located: 78538
Name of municipality closest to facility: Monte Alto, Tx.

c. Owner of treatment plant: Hidalgo County

d. Owner of land where treatment plant is/will be: Hidalgo County
(If not the same as the facility owner, there must be a long term lease agreement in effect for at least six years. In some cases, a lease may not suffice - see instructions.)

Street No.:_____ Street name:_____ Street type: _____
City:_____ P.O. Box:_____ State:____ ZIP code: _____

e. Owner of effluent disposal site:_____
N/A (If not the same as the facility owner, there must be a long term lease agreement in effect for at least six years.)

Street No._____ Street name:_____ Street type: _____
City:_____ P.O. Box:_____ State:____ ZIP code: _____

N/A

f. Owner of sewage sludge disposal site:_____

(Required only if authorization is sought in the permit for sludge disposal on property owned/controlled by the applicant.)

Street No._____ Street name:_____ Street type: _____

City:_____ P.O. Box:_____ State:_____ ZIP code:_____

5. LOCATION INFORMATION (Instructions, Page 15)

a. Is the location of the facility used in the existing permit correct? ✓ Yes _____ No

Provide an address for the facility, if available (address must be validated through the US Postal Service or your local police (911 service) as a valid address. If the location description is not accurate or this is a new permit application, please provide an accurate description.

b. Is the point of discharge and discharge route in the existing permit correct? ✓ Yes _____ No

If no, or a new or amendment permit application, please give an accurate description.

c. If a TLAP, is the location of the effluent disposal in the existing permit accurate? _____Yes_____ No

If no, or a new or amendment permit application, please give an accurate description.

d. If a TLAP, describe the routing of effluent from the treatment facility to the effluent disposal site.

e. For TLAP applications, please identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: _____

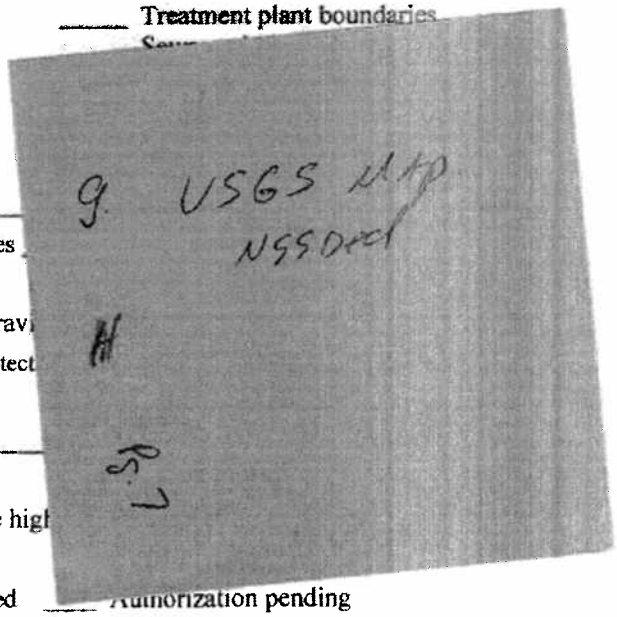
N/A

f. Is the location of the sewage sludge disposal site in the existing permit accurate? _____Yes _____ No

If no, or a new **permit application**, please give an accurate **description.**

g. Provide an **original** USGS Map with all required information. Indicate by a check mark that the information is provided.

_____ Applicant's property boundary
_____ Point of discharge and highlighted discharge route
_____ Effluent disposal site boundaries
_____ 1 mile radius and 3 miles downstream information
_____ **Treatment plant** boundaries



h. Provide the latitude and longitude of the outfall(s).

Outfall: Latitude:_____Degrees _____Minutes _____

Longitude:_____Degrees _____Minutes _____

i. Is the facility located in Bexar, Comal, Hays, Kinney, Medina, Travi

_____Yes ✓ No (If Yes, additional information concerning protect

j. Ownership of Facility: _____ **Public** _____ **Private** _____ **Both** _____

k. Is/will the treated wastewater discharge to a city, county, or state high control district drainage ditch? ✓ Yes _____ No

If Yes, indicate by a check mark if: ✓ Authorization granted _____ Authorization pending

(For new and amendments, provide copies of letters that show proof of contact and the approval letter upon receipt.)

l. Is the facility located on or does the treated effluent cross Indian Land? _____Yes ✓ No

6. MISCELLANEOUS INFORMATION (Instructions, Pages 17)

a. Provide two names of individuals that can be contacted during the permit term.

Name: Comm. A.L. Cuellar Jr. Telephone number: 956-968-8733
Company: Hidalgo County Pct. 7 Fax number: 956-969-1417
Street No. 1902 Street name: Joe Stephens Street type: _____
P.O. Box: _____ Email: _____
City: Weslaco State: Tx. ZIP code: 78596
Name: Santiago Zavala Telephone number: 956-262-6585
Company: Hidalgo Co. Pct. 2 Deltalake Park Fax number: _____
Street No. _____ Street name: _____ Street type: Rt. 1
P.O. Box: 257-2
City: Edcouch State: Tx. ZIP code: 78538

b. List each person formerly employed by the TCEQ who represented your company and was paid for service regarding the application: _____

c. For all applications involving an average daily discharge of 5 million gallons per day or more, provide the names of all counties located within 100 statute miles downstream of the point(s) of discharge.

d. Please provide the address for receiving self-reporting/DMR forms.

Company: Hidalgo County Pct. 1 Department: Parks
Name: Delta Lake Park
Street No. _____ Street Name: _____ Street Type: Rt. 7
P.O. Box: 257-2 Email: _____
City: Edcouch State: TX. ZIP code: 78538

Please provide the address for receiving Annual Billing Invoices .
Company: Hidalgo County Pct. 1 Department: Parks
Name: Delta Lake Park
Street No. 1902 Street Name: Joe Stephens Street Type: _____
P.O. Box: _____ Email: _____
City: Weslaco State: TX. ZIP code: 78596

e. Do you owe fees to the TCEQ?

_____ Yes ✓ No

If yes, please provide the amount past due, the type of fee, and an identifying number.

Do you owe any penalties to the TCEQ?

_____ Yes ✓ No

If yes, please provide the amount past due, the type of penalty, and an identifying number.

7. SIGNATURE PAGE (Instructions, Page 17)

Permit Number 10973-001

Applicant County of Hidalgo

I, _____ _____

Typed or printed name *Title*

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

I further certify that I am authorized under 30 Texas Administrative Code Section 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

Signature: _____

Subscribed and Sworn to before me by the said _____

on this _____ day of _____, 20____

My commission expires on the _____ day of _____, 20____

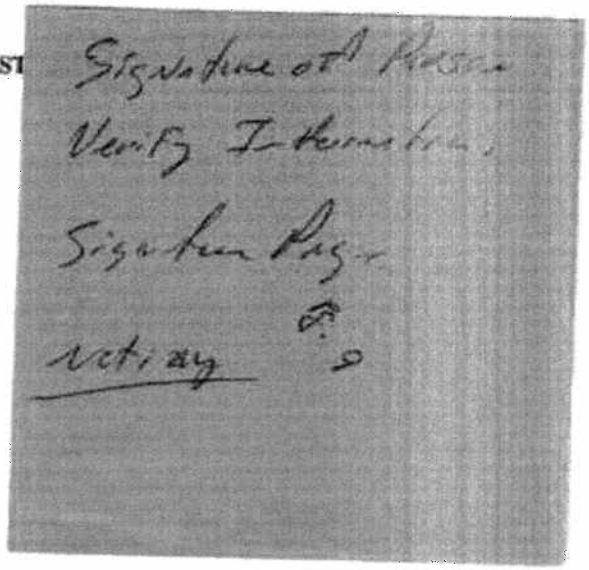
_____ *[SEAL]*

Notary Public

_____

County, Texas

IF CO-PERMITTEES ARE NECESSARY, BOTH ENTITIES MUST



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)
FOR AGENCIES REVIEWING
DOMESTIC TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:
Application type: ____ Renewal ____ Major Amendment ____ Minor Amendment ____ New
County:_____
Admin Complete Date:_____
Agency Receiving SPIF:
____ Texas Historical Commission ____ U.S. Fish and Wildlife
____ Texas Parks and Wildlife Department ____ U.S. Army Corps of Engineers

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF) (Instructions, Page 18)

This form applies to TPDES permit applications only. The SPIF must be completed as a separate document. The TCEQ will mail a copy of the SPIF to each agency as required by the TCEQ agreement with EPA. If any of the items are not completely addressed and/or further information is needed, you will be contacted to provide the information before the permit is issued. Each item must be completely addressed.

DO NOT REFER TO A RESPONSE OF ANY ITEM IN THE PERMIT APPLICATION FORM. Each attachment must be provided with this form, separately from the administrative report of the application. The application will not be declared administratively complete without this form being completed in its entirety including all attachments.

The following applies to all applications:

1. Permittee: County of Hidalgo

2. Permit No. 10973-001 (EPA ID No.) TX 72133

3. Address of the project (location description that includes street/highway, city/vicinity, county):

FM 88 - Ruben Hinojosa Hwy
2 miles North of Monte Alto, Tx.

4. Provide the name, address, telephone and fax number of an individual that can be contacted to answer specific questions about the property.

Name: Santiago Zavala Telephone number: 956-262-6585
Company: Hidalgo Co. Pct. 7 Delta Lake Park Fax number: 956-262-9840
Street No. _____ Street name: PO Box 257-2 Street type: Rt. 2
City: Edcouch State: Tx. ZIP code: 78538

5. List the county in which the facility is located. Hidalgo

6. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

N/A

7. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the Segment Number.

To Hidalgo and Willacy Water Control and Improvement District Ditch No 1; thence to the Laguna Madre in segment No. 2491 of Nueces-Rio Grande Coastal Basin

8. Please provide a separate 7.5 minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required **in addition to** the map in the administrative report.)

9. Please provide original photographs of any structures 50 years or older on the property.

N/A

10. Does your project involve any of the following? If Yes, check the appropriate box.
- ☐ a. Proposed access roads, utility lines, construction easements
- ☐ b. Visual effects that could damage or detract from a historic property's integrity
- ☐ c. Vibration effects during construction, or as a result of project design
- ☐ d. Additional phases of development that are planned for the future
- ☐ e. Sealing caves, fractures, sinkholes, other karst features
- ☐ f. Disturbance of vegetation or wetlands

N/A

11. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves or other karst features).

12. Describe existing disturbances, vegetation & land use.

N/A

THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS.

13. List construction dates of any buildings or structures on the property.

N/A

14. Provide a brief history of the property, and name of the architect/builder, if known.

N/A

DOMESTIC ADMINISTRATIVE REPORT 1.1

THE FOLLOWING IS REQUIRED FOR NEW AND AMENDMENT APPLICATIONS

1. AFFECTED LANDOWNER INFORMATION (Instructions, Page 19)

N/A

a. Indicate by a check mark that the landowners map or drawing, with scale, includes the following, as applicable.

____ The applicant's property boundaries

____ The plant site boundaries within the applicant's property boundaries

____ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone

____ The property boundaries of all landowners surrounding the applicant's property

____ The point(s) of discharge and highlighted discharge route clearly shown for one mile downstream

____ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge

____ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay estuary, or effected by tides

____ The boundaries of the effluent disposal site (for example, irrigation area or subsurface drainfield site), all evaporation/holding ponds within the applicant's property

____ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located

____ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners surrounding the applicant's property boundaries where the sewage sludge land application site is located

____ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (for example, sludge surface disposal site or sludge monofill) is located

b. Indicate by a check mark which format the landowners list is submitted:

_____Disk _____4 sets of labels

c. Indicate by a check mark that the list of landowners is cross-referenced to the landowners map. _____

Provide the source of the landowner's names and mailing addresses.

_____

d. As required by Texas Water Code 5.115, is any permanent school fund land affected by this application?

_____Yes _____ No

If Yes, provide the location and foreseeable impacts and effects this application has on the land(s).

2. **BUFFER ZONE MAP** (Instructions, Page 20)

a. Provide a buffer zone map on 8.5 by 11-inch paper. Indicate by a check mark that all the following information is included on the map.

___ The applicant's property boundary
___ The required buffer zone
___ Each treatment unit
___ The distance from each treatment unit to the property boundaries

b. How will the buffer zone requirement be met?

___ Ownership ___ Restrictive easement ___ Nuisance odor control ___ Variance

c. Does the facility comply with unsuitable site characteristics found in 30 TAC 309.13(a) through (d)?

___Yes ___ No

3. **ORIGINAL PHOTOGRAPHS** (Instructions, Page 22)

Provide original ground level photographs. Indicate by checking that the following information is provided.

___ At least one original photograph of the new and/or expanded treatment unit location
__✓__ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured on film. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured on film.
___ At least one photograph of the existing/proposed effluent disposal site
__✓__ A plot plan or map showing the location and direction of each photograph

TPDES PERMIT NO. WQ0010973001
[For TCEQ Office Use Only:
EPA ID No. TX0072133]

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O. Box 13087
Austin, Texas 78711-3087

This is a renewal that replaces TPDES Permit No. 10973-001 issued October 7, 2002.

PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

County of Hidalgo

whose mailing address is

Hidalgo County Precinct 1
1902 Joe Stephens
Weslaco, Texas 78596

is authorized to treat and discharge wastes from the Delta Lake Park Wastewater Treatment Facility, SIC Code 4952

located approximately 2 miles north of the intersection of Farm-to-Market Roads 88 and 1422, east of Farm-to-Market Road 88, adjacent to the Monte Alto Reservoir in Hidalgo County, Texas

to Hidalgo and Willacy Water Control and Improvement District Ditch No. 1; thence to the Laguna Madre in segment No. 2491 of the Nueces-Rio Grande Coastal Basin

only according with effluent limitations, monitoring requirements and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this permit does not grant to the permittee the right to use private or public property for conveyance of wastewater along the discharge route described in this permit. This includes, but is not limited to, property belonging to any individual, partnership, corporation or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

XX This permit shall expire at midnight, July 1, 2010. XX

ISSUED DATE: JAN 18 2006

For the Commission

Martha Salazar

From: rey salazar [rey.salazar@co.hidalgo.tx.us]
Sent: Friday, July 16, 2010 3:36 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: FW: permit for waste water treatment plant
Attachments: T.C.E.Q permit.pdf

Do we need to put this on the agenda?

Reynaldo Salazar
Senior Planning Analyst
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

From: Jorge Flores [mailto:jorge.flores@co.hidalgo.tx.us]
Sent: Monday, July 12, 2010 10:28 AM
To: 'rey salazar'
Subject: permit for waste water treatment plant

Rey, here is a scanned copy of the certified letter they sent us regarding the permit. They are requesting an additional $200 for the permit and a scale copy of the original USGS survey map. We need to get this to them no later then the 28th of this month.

292 2044

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

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 7, 2010

CERTIFIED MAIL 91 7108 2133 3935 2153 2482

Mr. Santiago Zavala
Delta Lake Park
Route 1, Box 257-2
Edcouch, Texas 78538

Re: Application to Renew Wastewater Permit No. WQ0010973001
Issued to County of Hidalgo (Customer No. CN600753990)
Site Name: Delta Lake Park WWTF (Regulated Entity No. RN101917748)

Dear Mr. Zavala:

We have received the application for the above referenced permit and it is currently under review. Your attention to the following items is requested before we can declare the application administratively complete. Please submit one original and two copies (including a cover letter) of the complete response.

1. Application Fee: You submitted a payment of $315.00 for the application processing fee. However, because the County of Hidalgo's permitted flow amount is for a volume not to exceed a daily average flow of 5,000 gallons per day from the wastewater treatment facility, the application fee is $515.00. Please submit an additional $200.00 payment to TCEQ, Revenue Section (MC 214), P.O. Box 13088, Austin, Texas 78711-3088. Also, please provide a copy of this check with your response to this letter.

2. Item 3.d. on page 4 of the administrative report: You did not list the street address of the Delta Lake Park Office. Please list the street address. If the Delta Lake Park Office does not have a street address, then please provide a location description of the office, using the direction and distance from road intersections.

3. Item 5.g. on page 7 of the administrative report: You submitted a Google map. TCEQ requires the submission of a full-sized, colored, topographic map that is printed by the U.S. Geological Survey or one that is an exact replica of the topographic map that is printed by the U.S. Geological Survey. Please provide a colored, full-sized USGS topographic map (7.5 minute, 1:24,000 scale) showing: the outline of the applicant's approximate property boundaries; the location of the

permitted facility within the applicant's property boundaries; the labeled point of discharge; the discharge route manually highlighted with a light color, enabling the underlying topographic characteristics to be seen; and a radius of at least one mile in all directions of the facility.

Additionally, the following is required of the USGS topographic map:

- Map must be colored;
- Map must contain clear contour lines;
- Upper left corner must identify map as USGS Department of the Interior Geological Survey;
- Lower left corner must have datum & project information such as mapped, edited, and published by the Geological Survey Control by USGS and NOS/NOAA, etc,;
- Bottom, 1/3 of the way across page, map must show the magnetic declination;
- Bottom center of map must show scale;
- Bottom center of map (below scale) must identify contour intervals;
- Bottom center of map (below contour intervals) must have national map accuracy standard statement;
- Bottom, 2/3 of the way across page, map must show State of Texas and quadrangle location;
- Map must show latitude and longitude coordinates around the perimeter;
- Bottom right corner must identify quadrangle name;
- Bottom right corner (below quadrangle name) must identify map date.

4. Item 5.h. on page 7 of the administrative report: This item was not completed. Please provide the latitude and longitude of the outfall.

5 Item 5.j. on page 7 of the administrative report: This item was not completed. Please confirm that facility is publicly-owned.

6. Item 6 on page 3 of the technical report: You listed this section as not applicable. Please clarify how sludge is handled at your facility.

7. Item 14 on page 7 of the technical report: The laboratory accreditation statement was not signed. Please sign the certification statement and return the page to us with your response to this letter.

8. The following is a portion of the Notice of Receipt of Application and Intent to Obtain a Water Quality Permit. Please read it carefully and indicate if it contains any errors or omissions.

County of Hidalgo, c/o Hidalgo County Precinct 1, 1902 Joe Stephens Avenue, Weslaco, Texas 78596, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010973001 (EPA I.D. No. TX0072133) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 5,000 gallons per day. The domestic wastewater treatment facility is located approximately 2 miles north of the intersection of Farm-to-Market Roads 88 and 1422, east of Farm-to-Market Road 88, adjacent to the Monte Alto Reservoir in Hidalgo County, Texas 78538. The discharge route is from the plant site to Hidalgo and Willacy Water Control and Improvement District Ditch No. 1; thence to the Laguna Madre. TCEQ received this application on June 29, 2010. The permit application is available for viewing and copying at The Delta Lake Park Office, [*Farm-to-Market Road 88?? further location description?]*, 2 miles north of Monte Alto, Edcouch, Texas.

Further information may also be obtained from County of Hidalgo at the address stated above or by calling Mr. Santiago Zavala, Hidalgo County Precinct 1, at (956)262-6585.

Please submit the complete response, addressed to my attention by July 28, 2010. If the requested information is not received by the given deadline, pursuant to 30 TAC Chapter 281, the application will be removed from our list of pending applications. Please contact me at (512) 239-4561 or ccavazos@tceq.state.tx.us if you have any questions.

Sincerely,

Cindy Cavazos

Cindy Cavazos, Program Specialist
Applications Review and Processing Team
Business and Program Services Section (MC 148)
Water Quality Division
Texas Commission on Environmental Quality

CC/fw

AI-21731 **20.C.1.**

Award-Hauling Services for All Road Materials

CC REGULAR

Date:	07/20/2010
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Recommending award of bids and approval of contract documents to lowest multiple bidders meeting all spcifications and/or requirements as attached hereto for : Hidalgo County Precinct No. 2-Hauling Services for All Road Materials RFB No.: 2010-132-05-26-SMA

BACKGROUND

1. Current Contract expires August 13, 2010
2. New Contracts to commence August 14, 2010
2. Contract Documents have been reviewed and approved as to form by legal counsel.
3. Recommended Vendors are "Trev Cort Trucking Inc. & Roy's Hauling Inc.
4. Services will be "on as needed basis"

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-006-0-346

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

BUDGETARY IMPACT:

available balance as of 07/16/10.

Attachments

Link: Participation Log

Link: Tabulation sheet

Link: Recommendation

Link: Roy's Hauling Services - Contract

Link: Trev-cort Trucking, Inc-Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/14/2010 04:28 PM	APRV
2	Budget & Management	Erika Zamora	07/14/2010 04:50 PM	APRV
3	Roland Garcia	Rolando Garcia	07/16/2010 02:27 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Sandra Montalvo

Started On: 06/18/2010 02:25 PM

Final Approval Date: 07/16/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: MAY 26, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY PRECINCT NO 2- HAULING SERVICES FOR ALL ROAD MATERIALS"

BID NO.: 2010-132-05-26-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. ROY'S HAULING SERVICE, INC. Attn: Roy Balderas Jr.	EM	Sandra Motnalvo	05/10/10	P.O. BOX 1896 EDINBURG, TX 78540 office-956-383-2206 fax-956-383-2569 mobile-956-239-2359 royshaulinginc@aol.com
2. ORTIZ DUMP TRUCK SERVICES Attn: Arturo Ortiz	TR/EM	Sandra Montalvo	05/10/10	906 Princeton Drive Mission, Tx 78572 Cell-956-321-5015 Superslick4949@aol.com
3. UNIVERSAL TRUCKERS INC. Attn: Bernardo Saenz	EM	Sandra Montalvo	05/10/10	1052 Esperanza St. Alamo, Tx 78516 Bernardosaenz95@yahoo.com
4. TRES PALACIOS, DIRT, SAND & GRAVEL Attn: Michael Palacios	EM	Sandra Motnalvo	05/10/10	1899 N. Cage Pharr, Texas 78577 (956)787-9920-office (956)781-0533-fax cell#: (956)904-6558 evpharr@aol.com
5. INTERNATIONAL MATERIALS Attn: Javier Garza	IP	Sandra Motnalvo	05/11/10	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206 internationalmats@att.net
6. TREV-CORT TRUCKING INC. Attn: Candido Trevino or Lizbeth Guerra	EM/IP	Sandra Motnalvo	05/25/10	P.O. BOX 476 Alamo, Tx 78516 Office- 787-7878 Fax- 956-787-7868 Cell -956-534-4695 Candido Cell -793-2943 Lizbeth Guerra

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 2

DESCRIPTION OF BID: Hauling Services for All Road Material

BID NO.: 2010-132-05-26- SMA | **BUYER: Sandra Montalvo**

BID OPENING DATE: MAY 26, 2010 | **TIME: 9:30 A.M.**

PARTICIPATING VENDORS

Location of Plant Listed vendors are subject to be changed upon contract expiration:			INTERNATIONAL MATERIALS, LLC Mission, Tx			ROY'S HAULING INC. Edinburg, Tx			UNIVERSAL TRUCKERS, INC. Alamo, Tx			TREV-CORT TRUCKING, INC. Alamo, Tx		
DESCRIPTION OF MATERIALS	**NAME OF PITS**		**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	**La Joya Plant**		$6.30	38%	$3.00	No bid			$9.25	50%	$4.62	$5.25	--	--
TYPE D HOT MIX-GRAVEL Frontera Materials	**Lay Joya Plant**		$8.80	38%	$3.00	No bid			$9.25	50%	$4.62	$5.25	--	--
	Progresso Plant													
TYPE D HOT MIX-LIMESTONE Frontera Materials	**Lay Joya Plant**		$8.80	38%	$3.00	No bid			$ 9.25	50%	$ 4.62	$5.25	--	--
	Progresso Plant													
CRUSHED CALICHE	**Frontera Materials**	**490 pit**	$4.80	38%	$3.00	$4.73	**75%**	$3.55	$7.25	50%	$3.62	$4.75	--	--
		Ravis Pit				$5.25		$3.94						
	Martin Marietta	**Jericho Pit**				$4.73		$3.55				$4.95		

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

RECEIVED
JUN 10 2010
By 9:24m

MEMORANDUM

(Department's Recommendation)

TO: Commissioner Hector "Tito" Palacios
Hidalgo County Pct. 2

ATTN: Ricardo Cuellar, Field Operations Director
Yolanda Cisneros, Administrative Asst.

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: June 1, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010- 132-05-26-SMA-Approval of Specifications for Hidalgo County Precinct No. 2- "HAULING SERVICES FOR ALL ROADMATERIALS"

We have received four (4) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Monday, June 07, 2010 @ **10:00 a.m.** to be able to present to Commissioner's Court **on June 22 or 29,2010.** 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: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	**RECOMMENDATION (why)**
1. TREV-Cort	Lowest Bid - Cold Mix & Hot Mix & Lime Stone
2. ~~TREV-Cort~~ Roy's Haul.	Lowest Bid - ~~16 Foot Adjust.~~ Caliche &
3.	Only using 490 Pit or Pricho Pit

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 01200.431.00.122.006.01673
Pending on Projects.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Ricardo Cuellar	Ricardo Cuellar	R&B	6/01/10

Enclosures

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-132A-07-20

THIS CONTRACT is made and entered into this **20th** day of **July, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Service, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials (ONLY CRUSHED CALICHE) "** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the 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 agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 14, 2010** and ending on **August 13, 2011** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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 **Roy's Hauling Service, Inc.**
PO Box 1896
Edinburg, TX 78540

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 either party 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:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 10, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 2**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS"**
Bid No: 2010-132-05-26-SMA

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY PRECINCT NO 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No: 2010-132-05-26-SMA

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

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

3. **Exhibit "A" Specifications, consisting of __3__ pages.**

4. **Exhibit "B" Bid Page, consisting of__2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Exhibit "E & E1" consisting of __2__ pages.**
   (Must be submitted with bid)

8. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)

9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

10. **Draft Service Contract consisting of __9__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB **Date**
Purchasing Agent

LEGAL NOTICE

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

Bid No:2010-132-05-26-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALs"

BID OPENING DATE: MAY 26, 2010 @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2010-132-05-26-SMA HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 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 "RFB No.-2010-132-05-26-SMA- HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

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

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their

bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
301 E. State
Pharr, Tx 78577
(956) 787-1891

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**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 hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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

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

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or

casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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

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

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2010-132-05-26-SMA

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional year. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Hauling services will be requested on an **as needed basis** by the precinct.

1. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Mix -** Frontera Materials La Joya Plant 3 miles N of US 83 on FM 2221
   - **Type D Hot Mix - Gravel-** Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Type D Hot Mix – Limestone -** Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Crushed Caliche -** Frontera Materials- 490 Pit- 4 Miles West of US 281 on FM 490 & Reavis Pit 3 miles N of US 83 on FM 2221; and Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

2. Bid price must be on a **per ton basis.**

3. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

4. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

5. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

7. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" upon award.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

9. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported, and to hold the bid for a period of ninety (90) days without

taking action thereon.

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

11. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

12. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

13 ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandra Montalvo at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandra.montalvo@co.hidalgo.tx.us by no later than, **Wednesday, May 19, 2010 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., Friday, May 21, 2010**.

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. 2010-132-05-26-SMA

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

SAMPLE:		$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**	**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	**La Joya Plant**			
TYPE D HOT MIX-Gravel Frontera Materials	**Lay Joya Plant**			
	Progresso Plant			
TYPE D HOT MIX-Limestone Frontera Materials	**Lay Joya Plant**			
	Progresso Plant			
CRUSHED CALICHE	**Frontera Materials** — **490 pit**			
	Frontera Materials — **Ravis Pit**			
	Martin Marietta — **Jericho Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for May 21, 2010. For each 10% ease) in the OPIS Index of May 21, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Bidder/Vendor Name	Authorized Signature	Date
Address	City/State/Zip Code	Phone Number

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 (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	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 PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2010-132-05-26-SMA

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendorwhich shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2010-132-05-26-SMA

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

VENDOR'S APPLICATION

&

W-9 FORM

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. 2010-132-05-26-SMA

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

SAMPLE:			$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**		**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	**La Joya Plant**		No Bid	—	—
TYPE D HOT MIX-Gravel Frontera Materials	**Lay Joya Plant**		No Bid	—	—
	Progresso Plant				
TYPE D HOT MIX-Limestone Frontera Materials	**Lay Joya Plant**		No Bid	—	—
	Progresso Plant				
CRUSHED CALICHE	**Frontera Materials**	**490 pit**	$4.73	75%	$3.55
		Ravis Pit	$5.25		$3.94
	Martin Marietta	**Jericho Pit**	$4.73		$3.55

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for May 21, 2010. For each 10% ease) in the OPIS Index of May 21, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

OPENED 10:02 a.m. 5/26/10 Witnessed

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Roy's Hauling Service, Inc.	[signature]	05/25/2010
Bidder/Vendor Name	Authorized Signature	Date
P.O. Box 1896	Edinburg, Texas 78540	(956)383-2206
Address	City/State/Zip Code	Phone Number

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 06/24/2010

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
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	L086800023	02/24/2010	02/24/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 100,000
	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	$ 1,000,000
	X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 1,000,000
B	AUTOMOBILE LIABILITY	FCNCCV2300075	08/20/2009	08/20/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,010
	ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS					
	X NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

1991 INTL #7044
1993 INTL #3732
1998 INTL #4857
1999 INTL #6851
2000 INTL #7950
2000 INTL #7946
2000 MACK #1349
2000 PTRB #3178
2004 INTL #7193
2004 PTRB #3206
2004 PTRB #3207
1999 MACK #1180
2004 PTRB #3173
1995 MACK #4810

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

COUNTY OF HIDALGO
2802 S BUSINESS 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-S (7/97)

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 06/28/2010

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURERS AFFORDING COVERAGE

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	L086800023	02/24/2010	02/24/2011	EACH OCCURRENCE FIRE DAMAGE (Any one fire) 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	FCNCCV2300075	08/20/2009	08/20/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF001189521	07/01/2010	07/01/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS 281
EDINBURG TX 7853[illegible]

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
Marilu Guerra

ACORD 25-S (7/97)

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THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-132-07-20

THIS CONTRACT is made and entered into this **20th** day of **July, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Trev-Cort Trucking, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the 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 agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 14, 2010** and ending on **August 13, 2011** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

Trev-Cort Trucking, Inc.
Attn: Candido G. Trevino
PO Box 476
Alamo, TX 78516

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 either party 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:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 10, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 2**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS"**
Bid No: 2010-132-05-26-SMA

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY PRECINCT NO 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No: 2010-132-05-26-SMA

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

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

3. **Exhibit "A" Specifications, consisting of __3__ pages.**

4. **Exhibit "B" Bid Page, consisting of__2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements consisting of __4___ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Exhibit "E & E1" consisting of __2__ pages.**
   (Must be submitted with bid)

8. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)

9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

10. **Draft Service Contract consisting of __9__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date

LEGAL NOTICE

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

Bid No:2010-132-05-26-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALs"

BID OPENING DATE: MAY 26, 2010 @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – HAULING SERVICES FOR ALL ROAD MATERIALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2010-132-05-26-SMA HIDALGO COUNTY PRECINCT NO. 2- HAULING SERVICES FOR ALL ROAD MATERIALS"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, MAY 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 "RFB No.-2010-132-05-26-SMA- HIDALGO COUNTY PRECINCT NO. 2 - HAULING SERVICES FOR ALL ROAD MATERIALS".

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

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their

bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY PRECINCT NO. 2-HAULING SERVICES FOR ALL ROAD MATERIALS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Attn: Yolanda Cisneros
Hidalgo County Precinct No. 2
301 E. State
Pharr, Tx 78577
(956) 787-1891

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**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 hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

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

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

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or

casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

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

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

Bid
for
HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
Hidalgo County Precinct No. 2
"Hauling Services for All Road Materials"
Bid No.: 2010-132-05-26-SMA

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 2 area and will be awarded on a **per ton basis**. The bid price will be for the duration of one (1) year with the County's sole discretion to extend for an additional year. Hidalgo County Precinct No. 2 reserves the right to continue this bid for an additional sixty 60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. Hauling services will be requested on an **as needed basis** by the precinct.

1. Road materials (i.e. crushed caliche, pit run caliche, caliche gravel, hot mix, and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendors stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded hauler(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Mix -** Frontera Materials La Joya Plant 3 miles N of US 83 on FM 2221
   - **Type D Hot Mix - Gravel-** Frontera Materials La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Type D Hot Mix – Limestone -** Frontera Materials – La Joya Plant & Progresso Plant Military Hwy & FM 1015
   - **Crushed Caliche -** Frontera Materials- 490 Pit- 4 Miles West of US 281 on FM 490 & Reavis Pit 3 miles N of US 83 on FM 2221; and Martin Marietta 2 miles S of Intersection FM 1017 & FM 3250 Jericho Pitt Linn, TX

2. Bid price must be on a **per ton basis.**

3. Hauling services for Precinct No. 2 will be done by Precinct No. 2 forces along with awarded vendor, when required.

4. **Bid Award:** Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

5. Hidalgo County is requesting the minimum of **ten (10) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

7. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" upon award.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

9. The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, giving due consideration to the location of the pit from the area of the precinct where the "Hauling Services" is to be transported, and to hold the bid for a period of ninety (90) days without

taking action thereon.

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

11. All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

12. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

13 ADDITIONAL INFORMATION

Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement or qualifications be addressed to Martha L. Salazar, CPPB/ Purchasing Agent, Attention: Sandra Montalvo at 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or email to sandra.montalvo@co.hidalgo.tx.us by no later than, **Wednesday, May 19, 2010 at 5:00 P.M.**, at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 P.M., Friday, May 21, 2010**.

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 2

"HAULING SERVICES FOR ALL ROAD MATERIALS"

Bid No. 2010-132-05-26-SMA

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

SAMPLE:			$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**		**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	**La Joya Plant**				
TYPE D HOT MIX-Gravel Frontera Materials	**Lay Joya Plant**				
	Progresso Plant				
TYPE D HOT MIX-Limestone Frontera Materials	**Lay Joya Plant**				
	Progresso Plant				
CRUSHED CALICHE	**Frontera Materials**	**490 pit**			
		Ravis Pit			
	Martin Marietta	**Jericho Pit**			

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for May 21, 2010. For each 10% ease) in the OPIS Index of May 21, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid

Acknowledgment and agreement to Bid Price Adjustment PART I & II for the term of the contract including any grace period extension.

Bidder/Vendor Name	Authorized Signature	Date
Address	City/State/Zip Code	Phone Number

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	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(Copy of receipt and this form must be submitted with bid)

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2010-132-05-26-SMA

Hidalgo County Precinct No.2 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendorwhich shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2010-132-05-26-SMA

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

VENDOR'S APPLICATION

&

W-9 FORM

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY PRECINCT NO. 2
REQUEST FOR BID
"HAULING SERVICES FOR ALL ROAD MATERIALS"

BID No. 2010-132-05-26-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

BID PAGE
Hidalgo County Precinct No. 2
"HAULING SERVICES FOR ALL ROAD MATERIALS"
Bid No. 2010-132-05-26-SMA

OPENED 10:04 a.m. 5/24/10 Witnessed

PART- I

Award will be based on the ***lowest bid per ton*** meeting all required specifications.

SAMPLE:			$ 3.00	25%	.75
Location of Plant Listed vendors are subject to be changed upon contract expiration:	**NAME OF PIT**		**Total Cost Per Ton**	**Fuel Costs Percentage Per Ton**	**Current / Base Fuel Cost**
COLD MIX Frontera Materials	**La Joya Plant**		$5.25	✓	✓
TYPE D HOT MIX-Gravel Frontera Materials	**Lay Joya Plant**		$5.25	✓	✓
	Progresso Plant		$5.25		
TYPE D HOT MIX-Limestone Frontera Materials	**Lay Joya Plant**		$5.25	✓	✓
	Progresso Plant		$5.25		
CRUSHED CALICHE	**Frontera Materials**	**490 pit**	$ 4.95	✓	✓
		Ravis Pit			
	Martin Marietta	**Jericho Pit**	$4.95		

PART- II

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for May 21, 2010. For each 10% ease) in the OPIS Index of May 21, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
PAUL GONZALES INSURANCE AGENCY
P.O. BOX 1840
SAN BENITO,TX 78586-1840

CONTACT NAME:
PHONE (A/C, No, Ext): 956-399-9404 FAX (A/C, No): 956-399-9469
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: TREVICA1

INSURED
TREV-CORT TRUCKING INC.
CANDIDO TREVINO
PO BOX 476
ALAMO, TX 78516

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : APPALACHIAN UNDERWRITERS, INC	
INSURER B : HALLMARK SPECIALTY INS COMPANY	
INSURER C : TEXAS MUTUAL INSURANCE	22
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			TXG311571	12/12/2009	12/12/2010	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			SAP002349	2/14/2010	2/14/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SBP-0001213262	6/17/2010	6/17/2011	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTEN: PURCHASING DEPARTMENT
2812 SOUTH HWY BUSS 281
EDINGBURG TX 78539
787-7868

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-22047 **20.C.2.**

Request approval of Work Authorization No.6 from R. Gutierrez Engineering (#C-09-419-10-27)

CC REGULAR

Date:	07/20/2010
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

Acceptance and approval of Work Authorization No.6 from R. Gutierrez Engineering Corporation, (#C-09-419-10-27), with estimated fee of $2,400.00 to provide surveying services for tract of land located on South "I" Road.

BACKGROUND

Boundary Survey

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Funding available in the amount of $185,400.00.

Attachments

Link: WA #6

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2010 04:54 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 08:51 AM	APRV
3	Roland Garcia	Rolando Garcia	07/16/2010 02:45 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Yolanda Cisneros Started On: 07/15/2010 11:42 AM

Final Approval Date: 07/16/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional surveying services for a Boundary Survey for a tract of land located on south "I" Road.

The scope of services to be provided by the **Owner** is identified in **Attachment A – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 6 shall be funded through funding source:

Account No. 0-1200-431-00-122-006-0-711

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2010.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Rene A. Ramirez
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 6

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(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.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

(7) Obtain Title Report of property to be surveyed.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 6

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

Boundary Survey

The Engineer will secure written permission to enter private property for the purpose of performing surveying services.

The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 6

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

Exhibit D

Boundary Survey

Estimated Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY	$2,400
TOTAL (Suveying Services Fee)	**$2,400**

AI-22061 **20.C.3.**

Request Exemption-Professional Engineering Svcs-Bldgs-Repairs and/or Renovation-Pct 2

CC REGULAR

Date:	07/20/2010
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Engineers in connection for Building Repairs and/or Renovations within Precinct No. 2 projects;
1st._____;2nd._____;3rd._____;

c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No.1 ranked firm of _____ for the provision of Building Repairs and/or Renovations within Precinct No. 2 projects.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding information will be provided upon approval of final negotiated contract

Attachments

Link: Request SOQ-s-Pct 2

Link: Scoring Grid-Pct 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Darlene Betancourt	07/16/2010 01:59 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 02:00 PM	APRV
3	Roland Garcia	Rolando Garcia	07/16/2010 03:31 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW
Form Started By: Darlene Betancourt			Started On: 07/16/2010 11:17 AM	

Darlene Betancourt

From: yoli [yolanda.cisneros@co.hidalgo.tx.us]
Sent: Wednesday, July 14, 2010 3:05 PM
To: Darlene Betancourt
Cc: martha.salazar@co.hidalgo.tx.us; 'Rocio Villarreal'
Subject: SOQ's Request

Importance: High

Darlene:
At this time, we are requesting SOQ's packet for on call engineering services for Buildings Repairs and/or Renovation for Precinct #2.
Requesting for the following engineers:

Dos Logistics
DBR Engineering Consultants, Inc.
Guzman & Munoz Engineering and Surveying, Inc.

If you have any questions or require any further information please do not hesitate to call me.
Thank you,

Yoli Cisneros :)
Administrative Assistant II
Hidalgo County Precinct No. 2
301 East State
Pharr, Texas 78577
(956) 787-1891 Ext. 2002
(956) 787-4683 Fax
email: yoli.cisneros@co.hidalgo.tx.us

HIDALGO COUNTY PRECINCT NO 2

FOR

Engineering Services Related to Building Renovations and/or Repairs to County Buildings within Precinct No. 2 Arera

Scoring & Evaluation GRID

Engineering Services

Total Scores	Dos Logistics	DBR Engineering Consultants, Inc.	Guzman & Munoz Engineering & Surveying
Scores	95	93	91
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-22029 **20.D.1.**

Request Approval of Work Authorization No. 2
CC REGULAR

Date:	07/20/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 (with an estimated cost of $42,818.00) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Construction Staking for the Paving Improvements for Silver Spur Rd from US Expwy 83 south to US Business 83" within Hidalgo County Pct. No. 3 through Contract #C-10-200-05-25.

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:

Available funds as of 7/16/10 is $225,238.22.

Attachments

Link: WA#2

Link: Cost Proposal Attachment "D"

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/14/2010 04:27 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2010 08:55 AM	APRV
3	Perla Lopez	Perla Lopez	07/16/2010 02:38 PM	APRV
4	Auditor's Office	Monica Badillo	07/16/2010 02:30 PM	NEW

Form Started By: Rocio Villarreal Started On: 07/14/2010 03:40 PM

Final Approval Date: 07/16/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-10-200-05-25
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the paving improvements for Silver Spur Road from U.S. Expressway 83 south to U.S. Business 83.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$42,818.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:
Account No. 0-1200-431-00-123-015-0-231
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. **3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **2**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.**3**:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2010.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Rene Ramirez, County Judge or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3 Paving Improvements
Silver Spur Road
(U.S. Expressway 83 south to U.S. Business 83)
Prepared By: Javier Hinojosa Engineering
July 7, 2010

A. Silver Spur Road
(U.S. Expressway 83 south to U.S. Business 83)

1	Unc. Excavation	8,400	CY	@	$3.00	=	$25,200.00
2	Subgrade Preparation	16,800	SY	@	$2.50	=	$42,000.00
3	8" Caliche Base	16,800	SY	@	$7.00	=	$117,600.00
4	1 1/2" HMAC (Type "D")	14,400	SY	@	$8.00	=	$115,200.00
5	4" Striping	3,000	LF	@	$0.50	=	$1,500.00
6	18" RCP Culverts	300	LF	@	$25.00	=	$7,500.00
7	Grade Bar Ditches	10,800	LF	@	$1.50	=	$16,200.00
8	Safety End Treatments	8	EA	@	$800.00	=	$6,400.00

Subtotal	:	**$331,600.00**
Engineering Design Fee	:	**$34,818.00**
R.O.W. Survey	:	**$8,000.00**
Contingency (10%)	:	**$33,160.00**
Laboratory Testing	:	**$8,290.00**
Total	:	**$415,868.00**

AI-22032 **20.D.2.**

Requesting approval to execute contract with Valley Boring Services, LLC for Pct 3

CC REGULAR

Date:	07/20/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Approval to execute contract awarded by CC on 6/15/10 for the "Drainage Improvements to Prairie View Subdivision Phase I - 36" Dry Bore Method under H.C.I.D. No. 6 Canal"," and to authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor, Valley Boring Service, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-073-0-733

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

BUDGETARY IMPACT:

Available funds as of 7/16/10 is $163,096.38.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/14/2010 04:41 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2010 08:56 AM	APRV
3	Perla Lopez	Perla Lopez	07/16/2010 02:16 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Rocio Villarreal Started On: 07/14/2010 03:59 PM

Final Approval Date: 07/16/2010

CONSTRUCTION CONTRACT

This Agreement, entered into this 15th day of June 20 10 by and between **HIDALGO COUNTY** (hereinafter called the "OWNER", acting herein through its **County Judge**, and **VALLEY BORING SERVICE, LLC** (a partnership) of **Edinburg,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

HIDALGO COUNTY PRECINCT NO. 3 – "DRAINAGE IMPROVEMENT TO PRAIRIE VIEW SUBDIVISION PHASE I DRY BORE METHOD TO ABRAM CANAL CROSSING

hereinafter called the project, for the sum of **($92,560.00) Ninety-Two Thousand Five Hundred Sixty Dollars and No Cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa Engineering** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **300.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

Contractor

Name of Firm: VALLEY BORING SERVICE, LLC

Address: 5130 S. Hwy 281
EDINBURG TX 78539

Fed. I.D. #/S.S: 202712407

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 23 day of June, 2010,

by DEBBIE RAE VALDEZ, _____ of and on behalf of VALLEY BORING SERVIC.
(title) (a corporation) (a partnership) (an individual)

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

Notary Public - Signature

ATTEST:

Arturo Guajardo, Jr.
County Clerk

COUNTY OF HIDALGO

[redacted]

Rene Ramirez
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Valley Insurance Provider
PO Drawer 3783
McAllen TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 787-8536 FAX (A/C, No): (956) 787-7232
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 4405

INSURED
Valley Boring Service LLC
5130 S. Hwy 281
Edinburg TX 78539-0000

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance - Co	
INSURER B: Tower National Insurance Company	
INSURER C: Travelers Indemnity Co of America	25666
INSURER D: Texas Mutual Fund Insuran	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			168BW16287	03/22/2010	03/22/2011		
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	**AUTOMOBILE LIABILITY**			BA3336M14610SEL	05/16/2010	05/16/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
	SEE ATTACHED SCHEDUL							
B	**UMBRELLA LIAB** OCCUR			NUGDN01189-10	03/22/2010	03/22/2011	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DEDUCTIBLE							$
	RETENTION $							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			TSF00011563802010042	04/20/2010	04/20/2011	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PLEASE SEE THE ATTACHED SCHEDULE OF AUTOS

CERTIFICATE HOLDER

Hidalgo County Precinct 3
724 N Breyfogle
Edinburg TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AI 000728

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Western Surety Company

PERFORMANCE BOND

Bond Number: 70950041

KNOW ALL PERSONS BY THESE PRESENTS, That we Valley Boring, LLC of 5130 S. Highway 281, Edinburg, TX 78539, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Hidalgo County Precinct No. 3 of 416 E. Dove Ave., Mc Allen, TX 78502, hereinafter referred to as the Obligee, in the sum of Ninety-Two Thousand Five Hundred Sixty and 00/100 Dollars ($ 92,560.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 15th day of June, 2010, for Drainage Improvement To Prairie View Subdivision Phase 1 Dry Bore Method to Abram Canal Crossing.

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 21st day of June, 2010.

Valley Boring, LLC
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By _____ Attor
ANDRES ALVAREZ

Form F4597

Western Surety Company

PAYMENT BOND

Bond Number: 70950841

KNOW ALL PERSONS BY THESE PRESENTS, That we Valley Boring, LLC of 5130 S. Highway 281, Edinburg, TX 78539, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto Hidalgo County Precinct No. 3 of 416 E. Dove Ave., Mc Allen, TX 78502, hereinafter referred to as the Obligee, in the sum of Ninety-Two Thousand Five Hundred Sixty and 00/100 Dollars ($ 92,560.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated 15th day of June, 2010, for Drainage Improvement To Prairie View Subdivision Phase 1 Dry Bore Method to Abram Canal Crossing copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

(a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 21st day of June, 2010.

Valley Boring, LLC (Principal)

By _____ (Seal)

Western Surety Company (Surety)

By _____ ANDRES ALVAREZ Attorney

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

AI-22056 **20.D.3.**

Requesting approval of Certificate of Construction Completion for GAS Enterprises for Construction fo Meeting Hall/Pavillion for Pct 3

CC REGULAR

Date:	07/20/2010
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 "Certificate of Construction Completion" (reflecting the date of _____, 2010)from G.A.S Enterprises, Inc., awarded contract for the "Construction of Meeting Hall/Pavillion for Pct. 3." C-08-406-01-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGET IMPACT

Attachments

Link: Construction Compeltion Certificate

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2010 04:00 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 04:01 PM	APRV
3	Perla Lopez	Perla Lopez	07/16/2010 04:20 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Rocio Villarreal — Started On: 07/16/2010 09:27 AM

Final Approval Date: 07/16/2010

CONSTRUCTION COMPLETION ACKNOWLEDGMENT

CONSTRUCTION CONTRACT

CONTRACT DATE: June 23, 2009

OWNER: County of Hidalgo, Texas

CONTRACTOR: G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, Texas 78543

PROJECT DESCRIPTION

PROJECT TITLE : Meeting Hall / Pavilion
LOCATION : Breyfogle Rd., Precinct No. 3, Hidalgo County, Texas

This is to acknowledge:

1. That the Contractor has completed the work in accordance with the plans and specifications, supplemental agreements thereto, including Change Order No.1, and punch-list items.

2. That the Contractor achieved Substantial Completion for the work performed under Change Order No. 1 on March 18, 2010, which is the date of commencement of applicable warranties required by the Contract Documents.

Architect Alcocer Garcia Associates, Inc.	Precinct No. 3 County of Hidalgo, Texas
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

AI-21908 **20.E.1.**

Award-Medical Supplies-WIC Program

CC REGULAR

Date:	07/20/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** WIC

Information

CAPTION

Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for WIC Program-"Medical Supplies" RFB No.: 2010-064-04-28-SGS

BACKGROUND

A.) New contract to commence upon approval of Commissioner's Court.
B.) Recommended vendors are:
1. Moore Medical LLC.
2. Alpha Scientific Medical, Inc.
3. Bound Tree Medical
4. Ridgepoint Medical Pharmacy, LLC
5. SAS Safety Corporation.

C.) Contract Documents were reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-604

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

BUDGETARY IMPACT:

Funding Source: Hidalgo County WIC Program
0-1292-441-00-350-001-0-604 $ 21,030.33 available as of 07/16/10

Attachments

Link: Letter of Recommendation & Participation log

Link: Tabulation

Link: C-10-064-00-00-Medical Supplies-WIC Program-Alpha Scientific Medical Inc

Link: C-10-064A-00-00-Medical Supplies-WIC Program-Bound Tree Medical LLC

Link: C-10-064B-00-00-Medical Supplies-WIC Program-Ridgpoint Pharmacy

Link: C-10-064D-00-00-Medical Supplies-WIC Program-SAS Safety Corp

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	07/15/2010 04:33 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2010 04:46 PM	APRV
3	Erika Zamora	Erika Zamora	07/16/2010 03:59 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Sandy Suarez Started On: 07/02/2010 02:39 PM

Final Approval Date: 07/16/2010

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

MEMORANDUM

TO: **Norma Longoria**, Director
Hidalgo County Health and Human Services

ATTN: Margarita Gonzalez, Administrative Tech. II

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: May 19, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-064-04-28-SGS-Hidalgo County WIC Program
"MEDICAL SUPPLIES"

We have received eight (8) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Tuesday, **May 25, 2010 @ 1:00 p.m.** to be able to present to Commissioner's Court **on June 01, 2010.** 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: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Alpha Scientific Medical Inc	Purchase - Sure Science, Bonicks, Alcohol prep, strep control
2. Moore Medical, LLC	Purchase vinyl gloves sm. PF, Vinyl gloves med. PF, Vinyl Gloves Lg PF, Gauze, Alcohol, Cotton Tipped.
3. Bound Tree Medical,	Cotton tip applicators.
4. Ridge Point Medical Pharmacy	menstrissue 5 SAS Safetec Corp/ Alasta Nitrile Gloves.

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0.1292.441 00.350.001 0.604

Norma L. Longoria

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Norma L. Longoria	WIC	4/22/10

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: APRIL 28, 2010 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION "HIDALGO COUNTY WIC PROGRAM –"MEDICAL SUPPLIES"
RFB NO: 2010-064-04-28-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Mckesson Medical –Surgical Attn: Therese Mugge Local Rep. Baltazar Dehoyos	E-mail	Sandy Suarez	04/12/10	8741 Landmark Rd. Richmond, VA. 23228 P#800-328-8111 F#800-237-9766 Dehoyos-956-497-6752 therese.mugge@mckesson.com or baltazar.dehoyos@
2. Hemo Cue, Inc. Attn: Kimberly Mullins	E-mail	Sandy Suarez	04/12/10	40 Empire Dr. Lake Forest, CA. 92630 P# 800-881-1611 x116 F#949-598-8651 kimberly@hemocue.com
3. Henry Schein Attn: Mary Webb	E-mail	Sandy Suarez	04/12/10	135 Duryea Rd. E-255 Melville, N.Y. 11747 Ph#800-851-0400 X-8664 specialmarketsbiddept@henryschein.com
4. American First Aid & Safety Attn: Balde Alvardo	Facsimile & IP	Sandy Suarez	04/12/10 & 04/13/10	1013 Pecan Blvd McAllen, TX. 78501 P#956-207-2757 F#956-618-2727 No email address!
5.Garica Quintanilla & Palacios Attn: Isacc Tawil Ridgepoint Medical Pharmacy LLC Carlos Solis	E-mail	Sandy Suarez	04/12/10	5526 N. 10th St. (1404 E. Ridge Rd #B) Mcallen, TX. 78504 McAllen, Tx. 78503 P#(956)682-9477 P#686-5100 isacc@gqplaw.com csolis@msn.com
6. Bound Tree Medical Attn: Bethany Moore	E-mail	Sandy Suarez	04/13/10	5000 Tuttle Crossing Blvd. Dublin, Ohio 43016 Ph#614-760-5233 bmoore@boundtree.com
7. EMS Innovations, Inc. Attn: Emely Johanson	E-mail	Sandy Suarez	04/13/10	P.O. Box 239 Pasadena, MD. 21123 P#410-288-3314 F#410-255-1299 ejohanson@emsinnovations.com
8. Stanbio Laboratory Attn: Susan Bagwill	E-mail	Sandy Suarez	04/13/10	1261 North Main Street Boerne, TX. 78006 P# 866-782-6246 F# 830-249-0772 sbagwell@stanbio.com
9. ALCO Sales & Service Co. Attn: Marie Chitty	E-mail	Sandy Suarez	04/13/10	6851 High Grove Blvd. P#630-655-1900 Ext. 216 mariec@alcosales.com

10. Port City Medical, LLC Attn: Ismail Ozokur/Debo Richards	E-mail	Sandy Suarez	04/14/10	8053 Airway Park Drive. Mobile, Alabama 36608 P# 251-443-7667 F# 251-650-4498 ozokurz@portcitymedical.com/nkwoma@hotmail.co
11. Interboro Packing Corp. Attn: Rifky Fischer	E-mail	Sandy Suarez	04/14/10	114 Bracken Road Montgomery. NY 12549 P# 845-457-2700 F# 845-457-1927 interboro2@frontiernet.net
12. Landmark Med. Source Attn: Kathy Kaye or Sandra McDow (S. A. TX.)	E-mail	Sandy Suarez	04/14/10	1808 Universal City Blvd. Universal City, TX. 78148 P# 248-253-8916- S.A. P# 210-564-1957 kmk581104@gmail.com
13. Moore Medical LLC Attn: Bonnie Irish	E-mail	Sandy Suarez	04/15/10	Bids & Quotes 1690 New Britain Ave. Farmington, Ct. 06034-4066 P# 800-234-1464 X 5393 F#877-354-5916 birish@mooremedical.com
14. E.M. Adams Co., Inc. Attn: Rich Donahue	E-mail	Sandy Suarez	04/15/10	7496 Commericial Circle Fort Pierce, Fl. 34951 P#772-461-0532 F#772-468-6506 r.donahue@emadamsco.com
15. Star Poly Bag Inc. Attn: Ruchie Spstein	E-mail	Sandy Suarez	04/15/10	94 North 13th St. Brooklyn, NY 11211 P# 718-384-3130 F# 718-384-2342 rpstein@starpoly.com
16. Alpha Scientific Medical, Inc Attn: Roberta Eriksen / Minita Patel	E-mail	Sandy Suarez	04/15/10	1751 Yeager Ave. La Verne, CA. 91750 P#909-802-7000 F# 909-802-7031 reiksen@asmionline.com
17. UTECH Products, Inc. Attn: Mamta Saitia	E-mail	Sandy Suarez	04/15/10	135 Broadway Schenectady, NY. 12305 P#518-831-8012 F#518-489-3772 mamta@utechproducts.com
18. Products Unlimited Attn: Rebekah Enright	E-mail	Sandy Suarez	04/16/10	115 E. First St/ PO Box 339 Justin, TX. 76247 P# 940-648-3073 x 123 F# 940-648-3407 rebekah@products-unlimited.com
19. Ameriderm Labortatories LTD Attn: Beernard Elefant	E-mail	Sandy Suarez	04/16/10	126 Pennsylvania Ave. Paterson, NJ. 07503 P# 973-279-5100 F# 973-279-8720 ELEFANTB@aol.com
20. Southeastern Emergency Equipment Attn: Kaile A. Rizzo	E-mail	Sandy Suarez	04/16/10	5760 Hwy 96 West Mailing: PO Box1196 Youngsville, NC 27596 Wake Forest NC 27588 P# 800-334-6656 x 231 F# 888-556-1048 kaile@seequip.com
21. Sas Safety Corp. Attn: Jim Rushing	E-mail	Sandy Suarez	04/16/10	3031 Gardenia Aveue Long Beach, CA. 90807-5215 P#800-262-0200 F#800-244-1938 jim.rushing@sassafety.com
22. Central TX. Medical Equip. & Supplies Attn: Charles Miller	E-mail	Sandy Suarez	04/19/10	8212 Georgian Dr. Austin, TX 78753 P#512-451-9704 F#512-451-9760 ctmes@onr.com
23. Global Medical Supplies Attn: Josie Hernandez	E-mail	Sandy Suarez	04/20/10	7100 Hayvenhurst Ave. Penthouse Ste Van Nuys, CA. 91406 P#818-994-6006 F#818-994-6005 josie@biz-gov.com
24.				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

Table 1 of 2

DEPARTMENT NAME: Hidalgo County WIC Program

BID OPENING DATE: April 28, 2010 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "MEDICAL SUPPLIES" & ADDENDUM NO. 1

BID NO: 2010-064-04-28-SGS

		VENDORS						
		1. Alpha Scientific Medical, Inc. La Verne, CA.	2. Mckesson Richmond, VA.	3. Interboro Packaging Montgomery, NY	4. Moore Medical, LLC Farmington, CT.	5. Bound Tree Medical, LLC Dublin, OH.	6. Ridge Point Medical Pharmacy McAllen, TX	7. Southeastern Emergency Equipment Wake Forest, NC
	ADDENDUM NO. 1 >	√	√	√	√	√	X-faxed	√
	MEDICAL SUPPLIES			UNIT COST				
1	Sterile Surgilance –One Step Lancets 1.8 mm Puncture Depth- 0.50 mm Puncture Width	$ 12.65 qty per bx 100 boxes per cs 15	$ 14.99 qty per bx 100 boxes per cs 15	N/B	$ 16.10 qty per bx 100 boxes per cs 15	$ 14.85 qty per bx 100 boxes per cs 15	$ 33.20 qty per bx 100 boxes per cs 1	$ 15.11 qty per bx 100 boxes per cs each
2	Band-Aids – Sterile (¾ x 3)	$ 0.90 qty per bx 100 boxes per cs 24	$ 1.88 qty per bx 100 boxes per cs 24	N/B	$ 0.95 qty per bx 100 boxes per cs 36	$ 3.13 qty per bx 100 boxes per cs 12	$ 3.14 qty per bx 40 boxes per cs 1	$ 1.13 qty per bx 100 boxes per cs each
3	Alcohol Preps	$ 1.25 qty per bx 200 boxes per cs 20	$ 1.39 qty per bx. 200 boxes per cs 15	N/B	$ 1.35 qty per bx. 200 boxes per cs. 10	$ 0.82 qty per bx. 100 boxes per cs. 20	$ 2.72 qty per bx. 200 boxes per cs. 1	$ 1.33 qty per bx 200 boxes per cs each
4	Sharps Containers (14 Qt)	$ 6.05 ea 14qt qty per bx 10 boxes per cs. -----	$ 5.63 3 gal qty per bx . 1 boxes per cs. 12	N/B	$ 7.55 ea 14 qt qty per bx. each boxes per cs. 20	$ 6.25 14 qt qty per bx. ea. boxes per cs. 10	$ 14.14 5 gal qty per bx. 1 boxes per cs. 1	$ 2.85 1.5 qt qty per bx each boxes per cs each
5	Vinyl Exam Gloves- **Small** (powder free-non sterile)	$ 2.88 qty per bx. 100 boxes per cs. 10	$ 4.10 qty per bx. 100 boxes per cs. 10	$ 37.00 qty per bx. 100 boxes per cs. 10	$ 2.80 qty per bx. 100 boxes per cs. 10	$ 4.81 qty per bx. 100 boxes per cs. 10	$ 8.06 qty per bx 100 boxes per cs. 1	$ 3.41 qty per bx 100 boxes per cs 10
6	Vinyl Exam Glove- **Medium** (powder free-non sterile)	$ 2.88 qty per bx. 100 boxes per cs. 10	$ 4.10 qty per bx. 100 boxes per cs. 10	$ 37.00 qty per bx. 100 boxes per cs. 10	$ 2.80 qty per bx. 100 boxes per cs. 10	$ 4.81 qty per bx 100 boxes per cs. 10	$ 8.06 qty per bx. 100 boxes per cs. 1	$ 3.41 qty per bx 100 boxes per cs 10
7	Vinyl Exam Gloves– **Large** (powder free-non sterile)	$ 2.88 qty per bx. 100 boxes per cs. 10	$ 4.10 qty per bx. 100 boxes per cs. 10	$ 37.00 qty per bx. 100 boxes per cs. 10	$ 2.80 qty per bx. 100 boxes per cs. 10	$ 4.81 qty per bx. 100 boxes per cs. 10	$ 8.06 qty per bx. 100 boxes per cs. 1	$ 3.41 qty per bx 100 boxes per cs 10
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$ 5.25 qty per bx. 100 boxes per cs. 10	$ 6.10 qty per bx. 100 boxes per cs. 10	$ 55.00 qty per bx. 100 boxes per cs 10	$ 5.40 qty per bx. 100 boxes per cs. 10	$ 6.30 qty per bx. 50 boxes per cs. 10	$ 9.72 qty per bx. 100 boxes per cs. 1	N/B

9	Cotton Glove Liners (12) per bag	**$ 3.50 bag**	**$ 17.58**	**N/B**	**$ 0.60 pks**	**$ 10.49**	**$ 31.68**	**N/B**
		qty per bx. 12	qty per bx. 12		Qty per bx. 2 pk	qty per bx. 100	qty per bx. 12 pr	
		boxes per cs. 100	boxes per cs. 12		boxes per cs. ---	boxes per cs. 20	boxes per cs. 1	
10	Gauze (2x2)	**$ 0.61 pk**	**$ 0.82**	**N/B**	**$ 0.60 pks**	**$ 0.64 bag**	**$ 2.18**	**$ 0.71**
		qty per bx. 200pk	qty per bx. 200		qty per bx. 200	qty per bx. 200	qty per bx. 200	qty per bx 200 slv
		boxes per cs 25pk	boxes per cs. 25		boxes per cs 25pk	boxes per cs 25	boxes per cs. 1	boxes per cs sold by sleeve
11	Alcohol (16 oz.)	**$ 1.10 ea**	**$ 1.27**	**N/B**	**$ 1.00 ea**	**$ 1.86 ea**	**$ 3.08**	**$ 1.04**
		qty per bx. each	qty per bx. 1		qty per bx. each	qty per bx. each	qty per bx. 1	qty per bx each
		boxes per cs. 12	boxes per cs. 12		boxes per cs. 12	boxes per cs. 12	boxes per cs. 1	boxes per cs each
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	**$ 25.00** 13x13	**$ 14.99 ****	**N/B**	**N/B**	**N/B**	**$ 15.70**	**N/B**
		qty per bx. --------	qty per bx. 1000				qty per bx 1000	
		boxes per cs 500	boxes per cs. 1				boxes per cs. 1	
13	Cotton tipped applicators (6"–non sterile)	**$ 3.20**	**$ 4.99**	**N/B**	**$ 3.00**	**$ 3.40 bag**	**$ 6.12**	**$ 0.33**
		qty per bx. 1000	qty per bx. 1000		qty per bx. 1000	qty per bx. 100	qty per bx 1000	qty per bx 100 bg
		boxes per cs 10	boxes per cs. 1		boxes per cs. 10	boxes per cs. 10	boxes per cs. 1	boxes per cs each
	TOTALS	**$68.15**	**$81.91**	**$166.00**	**$44.95**	**$62.17**	**$145.86**	**$32.73**

** Low bidder Mckesson did not meet Specifications for item 12.

Note: Shaded items represent award recommended.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

Table 2 of 2

DEPARTMENT NAME: Hidalgo County WIC Program

BID OPENING DATE: April 28, 2010 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "MEDICAL SUPPLIES" & ADDENDUM NO. 1

BID NO: 2010-064-04-28-SGS

		VENDORS					
		8. SAS Safetu Corp. Long Beach, CA.					
	ADDENDUM NO. 1 >	√					
	MEDICAL SUPPLIES			**UNIT COST**			
1	Sterile Surgilance –One Step Lancets 1.8 mm Puncture Depth- 0.50 mm Puncture Width	**N/B**	**$**	**$**	**$**	**$**	**$**
			qty per bx	qty per bx	qty per bx	qty per bx	qty per bx
			boxes per cs	boxes per cs	boxes per cs	boxes per cs	boxes per cs
2	Band-Aids – Sterile (¾ x 3)	**N/B**	**$**	**$**	**$**	**$**	**$**
			qty per bx	qty per bx	qty per bx	qty per bx	qty per bx
			boxes per cs	boxes per cs	boxes per cs	boxes per cs	boxes per cs
3	Alcohol Preps	N/B	**$**	**$**	**$**	**$**	**$**
			qty per bx.	Qty per bx.	Qty per bx.	Qty per bx.	Qty per bx.
			Boxes per cs.	Boxes per cs.	Boxes per cs.	Boxes per cs.	Boxes per cs.
4	Sharps Containers (14 Qt)	N/B	**$**	**$**	**$**	**$**	**$**
			qty per bx	qty per bx.	qty per bx.	qty per bx.	qty per bx
			boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
5	Vinyl Exam Gloves- **Small** (powder free-non sterile)	**$ 3.25**	**$**	**$**	**$**	**$**	**$**
		qty per bx. 100	qty per bx.	qty per bx.	qty per bx.	qty per bx.	Qty per bx.
		boxes per cs. 10	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
6	Vinyl Exam Glove- **Medium** (powder free-non sterile)	**$ 3.25**	**$**	**$**	**$**	**$**	**$**
		qty per bx. 100	qty per bx.	qty per bx.	qty per bx.	qty per bx.	qty per bx.
		boxes per cs. 10	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
7	Vinyl Exam Gloves– **Large** (powder free-non sterile)	**$ 3.25**	**$**	**$**	**$**	**$**	**$**
		qty per bx. 100	qty per bx.	qty per bx.	qty per bx.	qty per bx.	qty per bx.
		boxes per cs. 10	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	**$ 3.95**	**$**	**$**	**$**	**$**	**$**
		qty per bx. 100	qty per bx	qty per bx.	qty per bx.	qty per bx.	qty per bx.
		boxes per cs. 10	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.

9	Cotton Glove Liners (12) per bag	N/B	**$**	**$**	**$**	**$**	**$**
			qty per bx.	qty per bx.	Qty per bx.	qty per bx.	qty per bx.
			boxes per cs.	boxes per cs.	boxes per cs	boxes per cs.	boxes per cs.
10	Gauze (2x2)	N/B	**$**	**$**	**$**	**$**	**$**
			qty per bx.	qty per bx.	qty per bx.	qty per bx.	qty per bx.
			boxes per cs**.**	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
11	Alcohol (16 oz.)	N/B	**$**	**$**	**$**	**$**	**$**
			qty per bx.	qty per bx.	qty per bx.	qty per bx.	qty per bx.
			boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	**N/B**	**$**	**$**	**$**	**$**	**$**
			qty per bx.	qty per bx.	qty per bx.	qty per bx.	qty per bx.
			boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
13	Cotton tipped applicators (6”–non sterile)	**N/B**	**$**	**$**	**$**	**$**	**$**
			qty per bx.	qty per bx.	qty per bx.	qty per bx.	qty per bx.
			boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.	boxes per cs.
	TOTAL	**$13.70**					

Note: Shaded items represent award recommended.

REQUIREMENTS AGREEMENT
C-10-064-07-20

THIS AGREEMENT (the "Agreement") is entered into this 20th day of July, 2010 by and between Alpha Scientific Medical, Inc., **a California Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** 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 "Products") 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 **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 20, 2010 to July 19, 2011 with the 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 Seller 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: Alpha Scientific Medical, Inc.
Attn: Minita Patel, Sales Manager
1751 Yeager Avenue
La Verne, CA 91750

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

PURCHASING DEPARTMENT
County Of Hidalgo

April 12, 2010

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2010-064-04-28-SGS

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM "MEDICAL SUPPLIES" Bid No: 2010-064-04-28-SGS

1. **Request For Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__5__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__pages.**
7. **Vendor/Bidder Application and W-9 form, consisting of__7__ pages.**
8. **Certification Regarding Debarment, consisting of __2__ of pages.**
9. **Draft Requirements Agreement, consisting of __5__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

April 12, 2010
Date

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

Bid No: 2010-064-04-28-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
April 28, 2010

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2010-064-04-28-SGS- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, April 28, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-064-04-28-SGS-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

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

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY WIC PROGRAM– MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 28, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

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

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

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

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

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

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

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

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

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

Bid
For
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2010-064-04-28-SGS

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County WIC Program
"Medical Supplies"
BID No. 2010-064-04-28 SGS
SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) **SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID.**
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Have been in business for at least two years.
4) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions
2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

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

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

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

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 21, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 23, 2010 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$		
2	Band-Aids -- Sterile (¾ x 3)	$		
3	Alcohol Preps	$		
4	Sharps Containers (14 Qt. Size)	$		
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	$		
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	$		
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)	$		
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$		
9	Cotton Glove Liners (12 per bag)	$		
10	Gauze (2x2- non sterile)	$		
11	Alcohol (12 oz.)	$		
12	Menu Tissue Paper (sheet headrest without slit) (12x12)	$		
13	Cotton tipped applicators (6" non sterile)	$		

BIDDERS /COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE NO. _____ CELL NO. _____ FAX NO. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

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.

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 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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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:

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.

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.*

• 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.

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,

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
9:55am
APR 2 8 2010
Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS NDC-SLN-200100	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$ 12.65/BX	100/BX	15/BX/CS
2	Band-Aids - Sterile (¾ x 3) DYX-3601	$ .90/BX	100/BX	24/BX/CS
3	Alcohol Preps Ken-5150	$ 1.25/BX	200/BX	20/BX/CS
4	Sharps Containers (14 Qt. Size) 8881676434	$ 6.05 each	10/BX	
5	Vinyl Exam Gloves - **Small** (powder free-non sterile) Lifeguard-2302	$ 2.88/BX	100/BX	10/BX/CS
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile) 2303	$ 2.88/BX	100/BX	10/BX/CS
7	Vinyl Exam Gloves **Large** (powder free-non sterile) 2304	$ 2.88/BX	100/BX	10/BX/CS
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile) 6304	$ 5.25/BX	100/BX	10/BX/CS
9	Cotton Glove Liners (12 per bag) Ken-1070223	$ 3.50/bag	12/bags	100/BG/CS
10	Gauze (2x2- non sterile) AMD-3001 8ply	$ .61/PK	200/PK	25/PK/CS
11	Alcohol (16 oz.) Cum-81043	$ 1.10 each	each	12/CS
12	Menu Tissue Paper (sheet headrest without slit) 13x13 919031 ~~(12x12)~~	$ 25.00	—	500/CS
13	Cotton tipped applicators (6"- non sterile) DYX-4302	$ 3.20	1000/BX	10/BX/CS

BIDDERS /COMPANY NAME: Alpha Scientific Medical, Inc.

ADDRESS: 1751 Yeager

CITY: La Verne STATE: CA ZIP CODE 91750

PHONE NO. 800-678-5742 CELL NO. _____ FAX NO. 909-802-7031

SIGNATURE OF AUTHORIZED PERSON: [signature]

PRINTED NAME: Minita Patel TITLE: Sales Manager

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DF
ALPHA-3

DATE (MM/DD/YYYY)
06/23/10

PRODUCER
Hamilton Brewart Insurance
California License No. 0D69219
P. O. Box 1949
Upland CA 91785-1949
Phone: 909-981-5210 Fax: 909-985-3448

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

Alpha Scientific Medical, Inc.
Chatur N. & Kanaklata C. Patel
1751 Yeager Avenue
La Verne CA 91750

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal 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/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	35801832WUC	10/15/09	10/15/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ Excluded 1000000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	74991784	10/15/09	10/15/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		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				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A		OTHER Bus.Pers.Property	35801832WUC	10/15/09	10/15/10	Contents Equipment	506019 27279

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named Additional Insured as respects: Medical Supplies/No Medicinal Products

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Hamilton Brewart

© ACORD CORPORATION 1988

attn: Sandy Suarez

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/24/10
Certificate ID: 242249

PRODUCER
Aon Risk Services, Inc. of FL
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937
Phone: 800-743-8130 Fax: 800-522-7514

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
ADP TotalSource CO XXII, Inc
10200 Sunset Drive
Miami, FL 33173
L/C/F
Alpha Scientific Medical, Inc.
1751 Yeager Ave.
La Verne, CA 91750

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co of Pittsburgh	19445
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. LIMITS SHOWN ARE AS REQUESTED.

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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						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	$
							$
							$
							$
A		WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If Yes, describe under SPECIAL PROVISIONS below	WC 058344142 CA	07/01/10	07/01/11	☒ WC STATU- TORY LIMITS ☐ OTHER	
						E.L. EACH ACCIDENT	$ $2,000,000
						E.L. DISEASE – EA EMPLOYEE	$ $2,000,000
						E.L. DISEASE – POLICY LIMIT	$ $2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
All worksite employees working for the above named client company, paid under ADP TOTAL SOURCE, INC's payroll, are covered under the above stated policy.

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 COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Aon Risk Services, Inc. of FL

ACORD 25 (2009/01)

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REQUIREMENTS AGREEMENT
C-10-064A-07-20

THIS AGREEMENT (the "Agreement") is entered into this 20th day of July, 2010 by and between Bound Tree Medical, LLC., **a Ohio Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** 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 "Products") 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 **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 20, 2010 to July 19, 2011 with the 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 Seller 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: Bound Tree Medical, LLC
Attn: Jennifer Butler, Bid &Contracts Representative
5000 Tuttle Crossing Blvd
Dublin, Ohio 43016

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

PURCHASING DEPARTMENT
County Of Hidalgo

April 12, 2010

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2010-064-04-28-SGS

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No: 2010-064-04-28-SGS

1. **Request For Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__5__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__pages.**
7. **Vendor/Bidder Application and W-9 form, consisting of__7__ pages.**
8. **Certification Regarding Debarment, consisting of __2__ of pages.**
9. **Draft Requirements Agreement, consisting of __5__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

April 12, 2010
Date

Bid No: 2010-064-04-28-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
April 28, 2010

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2010-064-04-28-SGS- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, April 28, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-064-04-28-SGS-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

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

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY WIC PROGRAM–MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 28, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

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

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

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

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

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

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

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

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

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

Bid
For
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2010-064-04-28-SGS

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County WIC Program
"Medical Supplies"
BID No. 2010-064-04-28 SGS
SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) **SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID.**
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Have been in business for at least two years.
4) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions
2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

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

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

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

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 21, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 23, 2010 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$		
2	Band-Aids -- Sterile (¾ x 3)	$		
3	Alcohol Preps	$		
4	Sharps Containers (14 Qt. Size)	$		
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	$		
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	$		
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)	$		
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$		
9	Cotton Glove Liners (12 per bag)	$		
10	Gauze (2x2- non sterile)	$		
11	Alcohol (12 oz.)	$		
12	Menu Tissue Paper (sheet headrest without slit) (12x12)	$		
13	Cotton tipped applicators (6"- non sterile)	$		

BIDDERS /COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE NO. _____ CELL NO. _____ FAX NO. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

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.

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 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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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 fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val 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:

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.

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.*

• 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.

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,

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
10:25am
APR 28 2010
Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$ 14.85 box (sold by bx/100 only)	100	15 boxes per case
2	Band-Aids - Sterile (¾ x 3)	$ 3.13 box (sold by bx/100 only)	100	12 boxes per case
3	Alcohol Preps	$ .82 box (sold by bx/100 only)	100	20 boxes per case
4	Sharps Containers (1-4 Qt. Size)	$ 6.25 each (sold by the each only)	each and case only	10 containers per case
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	$ 4.81 box (sold by bx/100 only)	100	10 boxes per case
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	$ 4.81 box (sold by bx/100 only)	100	10 boxes per case
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)	$ 4.81 box (sold by bx/100 only)	100	10 boxes per case
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$ 6.30 box (sold by bx/100 only)	50	10 boxes per case
9	Cotton Glove Liners (12 per bag)	$ 10.49 box (sold by bx/100 only)	100	20 boxes per case
10	Gauze (2x2- non sterile)	$ .64 bag (sold by bag/200 only)	200	25 bags per case
11	Alcohol (16 oz.)	$ 1.86 each	each and case only	12 bottles per case
12	Menu Tissue Paper (sheet headrest without slit) (12x12)	$ no bid		
13	Cotton tipped applicators (6"- non sterile)	$ 3.40 bag (sold by bag/100 only)	100	10 bags per case

* Literature attached for all items bid *

BIDDERS /COMPANY NAME: Bound Tree Medical, LLC

ADDRESS: 5000 Tuttle Crossing Blvd

CITY: Dublin STATE: Ohio ZIP CODE 43016

PHONE NO. 800-533-0523 CELL NO. n/a FAX NO. 800-257-5713

SIGNATURE OF AUTHORIZED PERSON: Jennifer Butler

PRINTED NAME: Jennifer Butler TITLE: Bids & Contracts Representative

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2010

PRODUCER
Aon Risk Services Northeast, Inc.
Columbus OH Office
445 Hutchinson Avenue
Suite 900
Columbus OH 43235 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Sarnova, Inc.
Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin OH 43016 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Medmarc Casualty Ins Co	22241
INSURER B:	Charter Oak Fire Ins Co	25615
INSURER C:	Travelers Casualty Ins Co of America	19046
INSURER D:	Travelers Property Cas Co of America	25674
INSURER E:		

Holder Identifier :

COVERAGES — SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	Y630993G5835COF09	11/01/2009	11/01/2010	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	Excluded
D		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	BA-9470N587-09-CAG	11/01/2009	11/01/2010	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						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	
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	YSUB8270M02509	11/01/2009	11/01/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
A		OTHER Products Liab	09OH380021 Claims Made	11/01/2009	11/01/2010	Aggregate	$1,000,000
						Occurrence	$1,000,000
						SIR Per Occ	$25,000

Certificate No : 570038561962

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The County of Hidalgo is added as Additional Insured with respect to General Liability, Automobile and Products Liability.

CERTIFICATE HOLDER

Hidalgo County
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 Aon Risk Services Northeast Inc.

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REQUIREMENTS AGREEMENT
C-10-064B-07-20

THIS AGREEMENT (the "Agreement") is entered into this 20th day of July, 2010 by and between Ridgepoint Medical Pharmacy LLC, **a Texas Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** 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 "Products") 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 **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 20, 2010 to July 19, 2011 with the 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 Seller 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: Ridgepoint Medical Pharmacy, LLC
Attn: Carlos Solis, Pharmacist
1401 E. Ridge Road Suite B
McAllen, Texas 78503

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

PURCHASING DEPARTMENT
County Of Hidalgo

April 12, 2010

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2010-064-04-28-SGS

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM "MEDICAL SUPPLIES" Bid No: 2010-064-04-28-SGS

1. **Request For Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__5__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__pages.**
7. **Vendor/Bidder Application and W-9 form, consisting of__7__ pages.**
8. **Certification Regarding Debarment, consisting of __2__ of pages.**
9. **Draft Requirements Agreement, consisting of __5__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

April 12, 2010
Date

Bid No: 2010-064-04-28-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
April 28, 2010

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2010-064-04-28-SGS- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, April 28, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-064-04-28-SGS-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

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

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY WIC PROGRAM–MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 28, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

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

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

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

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

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

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

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

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

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

Bid
For
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2010-064-04-28-SGS

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County WIC Program
"Medical Supplies"
BID No. 2010-064-04-28 SGS
SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) **SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID.**
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Have been in business for at least two years.
4) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions
2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

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

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

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

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 21, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 23, 2010 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$		
2	Band-Aids -- Sterile (¾ x 3)	$		
3	Alcohol Preps	$		
4	Sharps Containers (14 Qt. Size)	$		
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	$		
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	$		
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)	$		
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$		
9	Cotton Glove Liners (12 per bag)	$		
10	Gauze (2x2- non sterile)	$		
11	Alcohol (12 oz.)	$		
12	Menu Tissue Paper (sheet headrest without slit) (12x12)	$		
13	Cotton tipped applicators (6" non sterile)	$		

BIDDERS /COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE NO. _____ CELL NO. _____ FAX NO. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

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.

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 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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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 fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali 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:

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.

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.*

• 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.

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,

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
10:30 am
APR 2 8 2010
Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$ 33.20	100	1
2	Band-Aids - Sterile (¾ x 3)	$ 3.14	40	1
3	Alcohol Preps	$ 2.72	200	1
4	Sharps Containers (14 Qt. Size)	$ 14.14	1	1
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	$ 8.06	100	1
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	$ 8.06	100	1
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)	$ 8.06	100	1
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$ 9.72	100	1
9	Cotton Glove Liners (12 per bag)	$ 31.68	12pair	1
10	Gauze (2x2- non sterile)	$ 2.18	200	1
11	Alcohol (16 oz.)	$ 3.08	1	1
12	Menu Tissue Paper (sheet headrest without slit) (12x12)	$ 15.70	1000 sheets	1
13	Cotton tipped applicators (6"- non sterile)	$ 6.12	1000	1

BIDDERS /COMPANY NAME: Riverpoint Medical Pharmacy, LLC

ADDRESS: 1401 E Ridge Rd. Suite B

CITY: McAllen STATE: Texas ZIP CODE 78503

PHONE NO. 952-682-5100 CELL NO. 956-358-1265 FAX NO. 952-682-9215

SIGNATURE OF AUTHORIZED PERSON:

PRINTED NAME: Carlos Solis TITLE: Pharmacist

EXHIBIT "C"

CERTIFICATE OF INSURANCE

RIDGMED1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/10

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Ridgepoint Medical Pharmacy LLC The
Carlos Solis & Cynthia Solis FLP
1401 E Ridge Rd
McAllen, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance	12696
INSURER B: Standard Fire Insurance Company	69019
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	BOP8380386	02/19/10	02/19/11	EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$4,000,000
						PRODUCTS - COMP/OP AGG	$4,000,000
		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	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	CUB380486	02/19/10	02/19/11	EACH OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	ICUB1002M11409	02/19/10	02/19/11	WC STATU-TORY LIMITS / OTH-ER	$
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

County of Hidalgo
100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

NLD

© ACORD CORPORATION 1988

REQUIREMENTS AGREEMENT
C-10-064D-07-20

THIS AGREEMENT (the "Agreement") is entered into this 20th day of July, 2010 by and between SAS Safety Corporation, **a California Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** 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 "Products") 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 **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 20, 2010 to July 19, 2011 with the 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 Seller 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: SAS Safety Corporation
Attn: James Rushing, Govt. Sales Manager
3031 Gardenia Avenue
Long Beach, CA 90807

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

PURCHASING DEPARTMENT
County Of Hidalgo

April 12, 2010

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2010-064-04-28-SGS

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No: 2010-064-04-28-SGS

1. **Request For Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__5__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__pages.**
7. **Vendor/Bidder Application and W-9 form, consisting of__7__ pages.**
8. **Certification Regarding Debarment, consisting of __2__ of pages.**
9. **Draft Requirements Agreement, consisting of __5__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

April 12, 2010
Date

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

Bid No: 2010-064-04-28-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
April 28, 2010

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2010-064-04-28-SGS- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, April 28, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2010-064-04-28-SGS-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

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

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

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

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

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

10. County reserves the right to accept or reject any or all bids.

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

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY WIC PROGRAM– MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**April 28, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

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

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

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

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

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

19. ETHICAL STANDARDS:

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

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

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

20. Disclosure of Conflict of Interest

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

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

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

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

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

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

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

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

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

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

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

Bid
For
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2010-064-04-28-SGS

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County WIC Program
"Medical Supplies"
BID No. 2010-064-04-28 SGS
SPECIFICATIONS/REQUIREMENTS

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) **SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID.**
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Have been in business for at least two years.
4) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions
2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

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

5) Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

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

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 21, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, April 23, 2010 by 5:00 p.m.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$		
2	Band-Aids -- Sterile (¾ x 3)	$		
3	Alcohol Preps	$		
4	Sharps Containers (14 Qt. Size)	$		
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)	$		
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)	$		
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)	$		
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)	$		
9	Cotton Glove Liners (12 per bag)	$		
10	Gauze (2x2- non sterile)	$		
11	Alcohol (12 oz.)	$		
12	Menu Tissue Paper (sheet headrest without slit) (12x12)	$		
13	Cotton tipped applicators (6" non sterile)	$		

BIDDERS /COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE NO. _____ CELL NO. _____ FAX NO. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

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.

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 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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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 fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val 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:

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.

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.*

• 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.

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,

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
10:44am
APR 2 8 2010
Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
Bid No. 2010-064-04-28-SGS

Vendor must thoroughly fill in each section of this Bid Page (Exhibit "B"), If applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for Medical Supplies as requested. but not limited to, meeting the minimum specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

	DESCRIPTION OF PRODUCTS	UNIT PRICE	QUANTITY PER BOX	BOXES PER CASE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	$ No Bid		
2	Band-Aids Sterile (1"x 3)	$ No Bid		
3	Alcohol Preps	$ No Bid		
4	Sharps Containers (1-4 Qt. Size)	$ No Bid		
5	Vinyl Exam Gloves - Small (powder free-non sterile) SAS 6506	$ 3.25/Box	100	10
6	Vinyl Exam Gloves- Medium (powder free-non sterile) SAS 6507	$ 3.25/Box	100	10
7	Vinyl Exam Gloves- Large (powder free-non sterile) SAS 6508	$ 3.25/Box	100	10
8	Alasta Nitrile Gloves- Large (powder free-non sterile) SAS 66523	$ 3.95/Box	100	10
9	Cotton Glove Liners (12 per bag)	$ No Bid		
10	Gauze (2x2- non sterile)	$ No Bid		
11	Alcohol (12 oz.)	$ No Bid		
12	Menu Tissue Paper (sheet headrest without slit) (12x12)	$ No Bid		
13	Cotton tipped applicators (6" non sterile)	$ No Bid		

BIDDERS /COMPANY NAME: SAS SAFETY CORP

ADDRESS: 3031 GARDENIA AVE

CITY: LONG BEACH STATE: CA ZIP CODE 90807

PHONE NO. 800-262-0200 CELL NO. FAX NO. 800-244-1938

SIGNATURE OF AUTHORIZED PERSON: James F. Rushing

PRINTED NAME: JAMES RUSHING TITLE: GOVT SALES MGR

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2011 — 7/1/2010

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

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
1019597 SAS Safety Corp.
3031 Gardenia Ave.
Long Beach CA 90807

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mitsui Sumitomo Insurance Co of America	20362
INSURER B: Liberty Mutual Fire Insurance Company	23035
INSURER C: Hartford Fire Insurance Company	19682
INSURER D:	
INSURER E:	

COVERAGES SASSA01 S2

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

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: POLICY PRO-JECT LOC	PKG3125931	7/1/2010	7/1/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X Comp. Ded. $1,000 X Coll. Ded. $1,000	BVR8405667	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$ XXXXXXX
						BODILY INJURY (Per accident)	$ XXXXXXX
						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
		GARAGE LIABILITY ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT	$ XXXXXXX
						OTHER THAN AUTO ONLY: EA ACC	$ XXXXXXX
						AGG	$ XXXXXXX
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE UMBRELLA FORM RETENTION $	TH2661066100010	7/1/2010	7/1/2011	EACH OCCURRENCE	$ 10,000,000
						AGGREGATE	$ 10,000,000
							$ XXXXXXX
							$ XXXXXXX
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	72WECLM9164	7/1/2010	7/1/2011		$ XXXXXXX
						X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Hidalgo County is an Additional Insured(s) to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER
10930872
Hidalgo County
Attn: Purchasing Department
2802 South Bus., Hwy. 281
Edinburg, TX 78539

CANCELLATION [M102056]
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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AI-21976 **20.F.1.**

BCAP Application for Payment No.2 Retainage Release & Certificate of Construction Completion South Palm Gardens Estates I & II Subdivision Pct. No.1

CC REGULAR

Date:	07/20/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Acceptance and approval of the following for South Palm Garden Estates 1 & 2 Subdivisions with Total Commitment, LLC as submitted through project engineer TEDSI Infrastructure Group (C-CAP-09-383-10-27):
a. Application for Payment No. 2 (Retainage Release) in the amount of $7,243.66;
b. “Certificate of Construction Completion” reflecting the completion date of May 04, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-206-00-000-005-0-000

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

BUDGETARY IMPACT:

P.O. # 633111-Total Commitment LLC; PO has been paid in full for the amount of $72,436.62

Retainage payable amount of $7,243.66 available as of 7-14-10.

Attachments

Link: Application for Payment No.2 Retainage Release South Palm Gardens Estates I & II Subdivisions

Link: Certificate of Completion So. Palm Garden Estates I & II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/12/2010 10:32 AM	APRV
2	Purchasing Department	Marty Salazar	07/14/2010 02:13 PM	APRV
3	Budget & Management	Erika Zamora	07/14/2010 02:32 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/14/2010 03:53 PM	APRV
5	Auditor's Office	Angela Garcia	07/15/2010 02:31 PM	APRV
6	Ivan Cantu	Ivan Cantu	07/16/2010 07:56 AM	APRV

Form Started By: Marcie Jackson

Started On: 07/09/2010 11:09 AM

Final Approval Date: 07/16/2010

AI-21976 7/20/10 R

APPLICATION FOR PAYMENT NO. 2
(RETAINAGE RELEASE)

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: CAP-09-383-10-27
Project: ROAD & DRAINAGE CONSTRUCTION FOR SOUTH PALM GARDEN ESTATES 1&2 SUBDIVISIONS
Owner's Contract No. C- CAP-09-383-10-27 Engineer's Project No. _____
For Work accomplished through the date of: 02/02/2010

1. Original Contract Price:		$70,428.80
2. Net change by Change Order and Written Agreements(+or-):		$2,007.82
3. Current Contract Price (1 plus 2):		$72,436.62
4. Total completed and stored to date:		$72,436.62
5. Retainage (per Agreement):		
10% of completed Work:	$0.00	
_____ of stored material	_____	
Total Retainage:	$0.00	
6. Total completed and stored to date less retainage (4 minus 5)		$72,436.62
7. Less previous Application for Payments:		$65,192.96
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$7,243.66

Accompanying Documentation:

APPLICATION FOR PAYMENT NO 2 - RETAINAGE RELEASE
ESTIMATE QUANTITY
SCHEDULE OF VALUES
TXDOT INSPECTION LETTER
PUNCH LIST
CERTIFICATE OF CONSTRUCTION COMPLETION
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

REQ# 167349 P.O.# 633111
0-1312-206-00-000-005-0-000→$7,243.66
SOUTH PALM GARDENS ESTATES I & II

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2-Retainage Release inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 6-29-2010

TOTAL COMMITMENT, LLC
CONTRACTOR
By: _____
Pedro A. Gutierrez Jr.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 29th day of June, 2010

_____
Notary Public
My Commission expires: 7-6-13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 06/29/2010

TEDSI INFRASTRUCTURE GROUP
ENGINEER
By: _____
Jose A. Sanchez

INVOICE RECEIVED BY: _____ ON 7-7-10
GOODS/SERVICES RECEIVED BY: _____ ON 7-7-10

Total Commitment, LLC	Contractor Name
12/17/09	Starting Date
2/2/2010	Project Ending Date
10%	Retainage Percent

Application No.: **2 Retainage Release**
Application Date: **06/29/10**
Period To: **02/04/10**
Engineer Firm: **TEDSI Infrastructure Group Inc.**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080687	South Palm Gardens Estates 1	$ 39,859.80	$ 40,863.12	$ 40,863.12	$ -	$ -	$ 40,863.12	$ -	$ 4,086.31	$ 36,776.81	$ 36,776.81	$ 4,086.31
3C1080688	South Palm Gardens Estates 2	$ 30,569.00	$ 31,573.50	$ 31,573.50	$ -	$ -	$ 31,573.50	$ -	$ 3,157.35	$ 28,416.15	$ 28,416.15	$ 3,157.35
		$ 70,428.80	$ 72,436.62	$ 72,436.62	$ -	$ -	$ 72,436.62	$ -	$ 7,243.66	$ 65,192.96	$ 65,192.96	$ 7,243.66

Estimate Quantity Update Worksheet

Date: June 29, 2010

Colonia: South Palm Garden Estates 1 / South Palm Garden Estates 2 Subdivisions
Roadway: Palm Pkwy, Kalanchoe / Palm Pkwy, Jade
Control: 3C1080687 / 3C1080688
Project No: C-CAP-09-383-10-27
County: Hidalgo
Est. No: 2 Retainage Release

Contractor: Total Commitment, LLC
Contract Price: $72,436.62
Work Done this Mo.: $0.00
% Complete: 100.0%

Work Type: Paving & Drainage
Limits: 818' / 645'
From: Mile 6.5 N Rd
To: 1463' N of Mile 6.5 N

Date Began: December 17, 2009
Contract Time (calendar days): 60
Time Charged: 29
% Time Used: 48.3%

			ORIGINAL CONTRACT			REVISED CONTRACT AFTER CO 1			RFP 01			RFP 02 RETAINAGE RELEASE		
ITEM NO	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	SOUTH PALM GARDEN ESTATES 1 SUBDIVISION (905) ROADWAY													
0340	D-GR HMA (METH)TY D SAC-B PG 76-22	SY	3120	$9.00	$28,080.00	3120	$9.00	$28,080.00	3120	3120	$28,080.00	0	0	$0.00
0500	MOBILIZATION	LS	1	$900.00	$900.00	900	$1.00	$900.00	900	900	$900.00	0	0	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$900.00	$900.00	1	$900.00	$900.00	1	1	$900.00	0	0	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	39	$7.00	$273.00	39	$7.00	$273.00	39	39	$273.00	0	0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	90	$0.90	$81.00	90	$0.90	$81.00	90	90	$81.00	0	0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	472	$0.90	$424.80	472	$0.90	$424.80	472	472	$424.80	0	0	$0.00
	CHANGE ORDER 1													
0354	PLANE ASPH CONC PAV (1")	SY	822	$5.50	$4,521.00	0	$0.00	$0.00	0	0	$0.00	0	0	$0.00
3035	BLADE LEVEL-UP (HOT MIX ASPHALT)	SY	3120	$1.50	$4,680.00	0	$0.00	$0.00	0	0	$0.00	0	0	$0.00
0251	REWORK BS MTL (TY D)(6")(DENS CONT)	SY			$0.00	3120	$0.50	$1,560.00	3120	3120	$1,560.00	0	0	$0.00
0310	PRIME COAT (MC-30)	GAL			$0.00	624	$5.68	$3,544.32	624	624	$3,544.32	0	0	$0.00
2500	EN-1 TRT (EXIST MTL)(6")	SY			$0.00	3120	$1.00	$3,120.00	3120	3120	$3,120.00	0	0	$0.00
2500	EN-1 ROADBOND (0.0056 GL/SY)	GAL			$0.00	18	$110.00	$1,980.00	18	18	$1,980.00	0	0	$0.00
				SUBTOTAL	$39,859.80		SUBTOTAL	$40,863.12		SUBTOTAL	$40,863.12		SUBTOTAL	$0.00
	(906) DRAINAGE													
	SOUTH PALM GARDEN ESTATES 2 SUBDIVISION (905) ROADWAY													
0340	D-GR HMA (METH)TY D SAC-B PG 76-22	SY	2371	$9.00	$21,339.00	2371	$9.00	$21,339.00	2371	2371	$21,339.00	0	0	$0.00
0500	MOBILIZATION	LS	1	$1,200.00	$1,200.00	1	$1,200.00	$1,200.00	1	1	$1,200.00	0	0	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$900.00	$900.00	1	$900.00	$900.00	1	1	$900.00	0	0	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	18	$7.00	$126.00	18	$7.00	$126.00	18	18	$126.00	0	0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	120	$0.90	$108.00	120	$0.90	$108.00	120	120	$108.00	0	0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	$0.90	$144.00	160	$0.90	$144.00	160	160	$144.00	0	0	$0.00
	CHANGE ORDER 1													
0354	PLANE ASPH CONC PAV (1")	SY	581	$5.50	$3,195.50	0	$0.00	$0.00	581	581	$0.00	0	0	$0.00
3035	BLADE LEVEL-UP (HOT MIX ASPHALT)	SY	2371	$1.50	$3,556.50	0	$0.00	$0.00	2371	2371	$0.00	0	0	$0.00
0251	REWORK BS MTL (TY D)(6")(DENS CONT)	SY			$0.00	2371	$0.50	$1,185.50	2371	2371	$1,185.50	0	0	$0.00
0310	PRIME COAT (MC-30)	GAL			$0.00	475	$5.60	$2,660.00	475	475	$2,660.00	0	0	$0.00
2500	EN-1 TRT (EXIST MTL)(6")	SY			$0.00	2371	$1.00	$2,371.00	2371	2371	$2,371.00	0	0	$0.00
2500	EN-1 ROADBOND (0.0056 GL/SY)	GAL			$0.00	14	$110.00	$1,540.00	14	14	$1,540.00	0	0	$0.00
				SUBTOTAL	$30,569.00		SUBTOTAL	$31,573.50		SUBTOTAL	$31,573.50		SUBTOTAL	$0.00
	(906) DRAINAGE													

Monthly Totals:	$72,436.62	$7,243.66
Adminstrative (901)		
Preliminary Engineering (902)		
Construction Engineering (903)		
Right of Way (904)		
Roadway (905)	$72,436.62	$0.00
Drainage (906)	$0.00	$0.00

Total to Date
Roadway (905) $72,436.62
Drainage (906) $0.00
Total $72,436.62

Prepared and Checked By:
Signature: _____
Printed Name: Jose A. Sanchez
Date: June 29, 2010

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 4 DAY OF MAY 2010 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 10-27-2009
OWNER: HIDALGO COUNTY
CONSTRUCTION CONTRACTOR: TOTAL COMMITMENT
OF THE CITY OF MISSION STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: ROAD AND DRAINGE CONSTRUCTION FOR SOUTH PALM GARDEN ESTATES I & II SUBDIVISIONS

CONTRACT NO: C-CAP-09-383-10-27
Located in or near the City/Precinct Of Hidalgo County Pct. 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$70,428.80
Present Amount of Contract	$72,436.62
Total Amount of earned to Date	$72,436.62
Less: previous payments	$65,192.96
Balance	$ 7,243.66
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 7,243.66

6. That the final payment in the amount of: $7,243.66 is now due and payable.

Jose A. Sanchez, P.E.
Engineer's Signature

CONCURRED BY:

TOTAL COMMITMENT, LLC
Contractor's Name

By: _____

Title: Member

CONCURRED BY:

_____
Hidalgo County Judge

AI-21980 **20.F.2.**

BCAP Application for Payment No.2 Retainage Release & Certificate of Construction Completion - High Point Subdivision Precinct No.1

CC REGULAR

Date:	07/20/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Acceptance and approval of the following for High Point Subdivision with Total Commitment, LLC as submitted through project engineer TEDSI Infrastructure Group (C-CAP-09-383-10-27):
A. Application for Payment No. 2 (Retainage Release) in the amount of $7,306.50;
B. “Certificate of Construction Completion” reflecting the completion date of May 04, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-206-00-000-011-0-000

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

BUDGETARY IMPACT:

P.O.# 636617-Total Commitment; PO has been paid in full in the amount of $73,065.00

Retainage payable balance of $7,306.50 available as of 7-14-10.

Attachments

Link: Applic. for Pymt #2 High Point Retainage Release

Link: Certificate of Completion High Point

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/12/2010 10:32 AM	APRV
2	Purchasing Department	Marty Salazar	07/14/2010 02:16 PM	APRV
3	Budget & Management	Erika Zamora	07/14/2010 02:33 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/14/2010 03:54 PM	APRV
5	Auditor's Office	Angela Garcia	07/15/2010 02:31 PM	APRV
6	Ivan Cantu	Ivan Cantu	07/16/2010 07:56 AM	APRV

Form Started By: Marcie Jackson Started On: 07/09/2010 01:38 PM

Final Approval Date: 07/16/2010

AI-21980 7/20/10 R

APPLICATION FOR PAYMENT NO. 2
(RETAINAGE RELEASE)

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: C-CAP-09-382-12-15
Project: ROAD & DRAINAGE CONSTRUCTION FOR HIGH POINT SUBDIVISION
Owner's Contract No. C-CAP-09-382-12-15 Engineer's Project No.
For Work accomplished through the date of: 04/28/2010

1. Original Contract Price:	$58,460.50
2. Net change by Change Order and Written Agreements(+or-):	$14,604.50
3. Current Contract Price (1 plus 2):	$73,065.00
4. Total completed and stored to date:	$73,065.00
5. Retainage (per Agreement):	
10% of completed Work: $0.00	
of stored material	
Total Retainage: $0.00	
6. Total completed and stored to date less retainage (4 minus 5)	$73,065.00
7. Less previous Application for Payments:	$65,758.50
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$7,306.50

Accompanying Documentation:
- APPLICATION FOR PAYMENT NO 2
- ESTIMATE QUANTITY
- SCHEDULE OF VALUES
- TXDOT INSPECTION LETTER
- PUNCH LIST
- CERTIFICATE OF CONSTRUCTION COMPLETION
- CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
- CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

REQ# 171247 P.O.#636617
0-1312-206-00-000-011-0-000→$7,306.50
HIGH POINT SUBDIVISION

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1-Final through 2-Retainage Release inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 6-29-2010

TOTAL COMMITMENT, LLC
CONTRACTOR
By:
Pedro A. Gutierrez Jr.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 29th day of June, 2010

Notary Public
My Commission expires: 7-6-13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 06/29/2010

TEDSI INFRASTRUCTURE GROUP
ENGINEER
By:
Jose A. Sanchez
Exhibit E-C

INVOICE RECEIVED BY: Marcie Jackson ON 7-7-10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 7-7-10

Total Commitment, LLC	Contractor Name
03/04/10	Starting Date
05/02/10	Project Ending Date
10%	Retainage Percent

Application No:	**2-Retainage Release**
Application Date:	**06/28/10**
Period To:	**04/28/10**
Engineer Firm:	**TEDSI infrastructure Group Inc.**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080319	High Point	$ 58,460.50	$ 73,065.00	$ 73,065.00	$ -	$ -	$ 73,065.00	$ -	$ 7,306.50	$ 65,758.50	$ 65,758.50	$ 7,306.50
		$ 58,460.50	$ 73,065.00	$ 73,065.00	$ -	$ -	$ 73,065.00	$ -	$ 7,306.50	$ 65,758.50	$ 65,758.50	$ 7,306.50

Estimate Quantity Update Worksheet

Date: June 28, 2010

Colonia: High Point Subdivision
Roadway: North Ln / South Ln
Control: 3C-1080-319
Project No: C-CAP-09-382-12-15
County: Hidalgo
Est. No: 1-Final

Contractor: Total Commitment, LLC
Contract Price: $73,065.00
Work Done this Mo.: $73,065.00
% Complete: 100.0%

Work Type: Paving & Drainage
Limits: North Ln - 645' / South Ln - 645'
From: Mile 6.5 W Rd
To: 645' West of Mile 6.5 W Rd

Date Began: March 4, 2010
Contract Time (calendar days): 60
Time Charged: 39
% Time Used: 65.0%

ITEM NO	DESCRIPTION	UNIT	Original Plan Qty	Change Order #1 Qty	Original Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of CO#1	Revised Contract Cost after CO#1	RFP 01 03-04-2010 THRU 04-28-2010 MONTHLY QUANTITY	RFP 01 QTY to Date	RFP 01 Item Cost (Monthly)	RFP 02 RETAINAGE RELEASE MONTHLY QUANTITY	RFP 02 QTY to Date	RFP 02 Item Cost (Monthly)
	(901)ADMINISTRATIVE														
	(902) PRELIMINARY ENGINEERING														
	(903) CONSTRUCTION ENGINEERING														
	(904) RIGHT-OF-WAY														
	(905) ROADWAY														
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	4743		$9.00		$42,687.00	$0.00	$42,687.00	4743	4743	$42,687.00		0	$0.00
0500	MOBILIZATION	LS	1		$1,200.00		$1,200.00	$0.00	$1,200.00	1	1	$1,200.00		0	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1		$900.00		$900.00	$0.00	$900.00	1	1	$900.00		0	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	30		$7.00		$210.00	$0.00	$210.00	30	30	$210.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	240		$0.90		$216.00	$0.00	$216.00	240	240	$216.00		0	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	320		$0.90		$288.00	$0.00	$288.00	320	320	$288.00		0	$0.00
	CHANGE ORDER 1														
0354	PLANE ASPH CONC PAV (1")	SY	1169	0	$5.00	$0.00	$5,845.00	-$5,845.00	$0.00	0	0	$0.00		0	$0.00
3035	BLADE LEVEL-UP (HOT MIX ASPHALT)	SY	4743	0	$1.50	$0.00	$7,114.50	-$7,114.50	$0.00	0	0	$0.00		0	$0.00
251	REWORK BS MTL (TY D)(6")(DENS CONT)	SY		4743		$3.00	$0.00	$14,229.00	$14,229.00	4743	4743	$14,229.00		0	$0.00
260	LIME (HYD, COM OR QK)(SLRY) OR QK (DRY)	TON		26.7		$150.00	$0.00	$4,005.00	$4,005.00	26.7	26.7	$4,005.00		0	$0.00
260	LIME TRT (EXST MATL)(6")	SY		4743		$1.00	$0.00	$4,743.00	$4,743.00	4743	4743	$4,743.00		0	$0.00
310	PRIME COAT (MC-30)	GAL		949		$3.00	$0.00	$2,847.00	$2,847.00	949	949	$2,847.00		0	$0.00
529	CONC CURB & GUTTER(TY A)(VALLEY GUTTER)	LF		58	$30.00	$30.00	$0.00	$1,740.00	$1,740.00	58	58	$1,740.00		0	$0.00
							$58,460.50	$14,604.50	$73,065.00		SUBTOTAL	$73,065.00		SUBTOTAL	$0.00
	(906) DRAINAGE														
					$0.00			$0.00			0	$0.00		0	$0.00
					$0.00			$0.00			0	$0.00		0	$0.00
					$0.00			$0.00			0	$0.00		0	$0.00
					$0.00			$0.00			0	$0.00		0	$0.00
					$0.00			$0.00			0	$0.00		0	$0.00
					$0.00			$0.00			0	$0.00		0	$0.00
					$0.00			$0.00			0	$0.00		0	$0.00
											SUBTOTAL	$0.00		SUBTOTAL	$0.00

Monthly Totals:	$73,065.00	-$7,306.50
Adminstrative (901)		
Preliminary Engineering (902)		
Construction Engineering (903)		
Right of Way (904)		
Roadway (905)	$73,065.00	N/A
Drainage (906)	$0.00	N/A

Total to Date
Roadway (905) $73,065.00
Drainage (906) $0.00
Total $73,065.00

Prepared and Checked By:
Signature:
Printed Name: Jose A. Sanchez

Date: June 28, 2010

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 4 DAY OF MAY 2010 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 12-15-2009
OWNER: HIDALGO COUNTY
CONSTRUCTION CONTRACTOR: TOTAL COMMITMENT
OF THE CITY OF MISSION STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: ROAD AND DRAINGE CONSTRUCTION FOR HIGH POINT SUBDIVISION

CONTRACT NO: C-CAP-09-382-12-15
Located in or near the City/Precinct Of Hidalgo County Pct. 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$58,460.50
Present Amount of Contract	$73,605.00
Total Amount of earned to Date	$73,605.00
Less: previous payments	$65,758.50
Balance	$ 7,306.50
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 7,306.50

6. That the final payment in the amount of: $7,306.50 is now due and payable.

Jose A. Sanchez, P.E.
Engineer's Signature

CONCURRED BY:

TOTAL COMMITMENT, LLC
Contractor's Name

By: _____

Title: Member

CONCURRED BY:

_____
Hidalgo County Judge

AI-21965 **20.G.1.**

C-09-233-08-04-Professional Consulting Services With Hollis Rutledge (Sheriff's Office Projects)

CC REGULAR

Date:	07/20/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting approval to exercise the County's sole discretion to renew/extend final year option, as provided in Contract No. C-09-233-08-04, with Hollis Rutledge & Associates, Inc. for Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources for Sheriff's Office Project(s) in connection to the following specific tasks:

1) Construction of a Second Substation;
2) New Communication System;
3) Implementation of Fixed & Remote Surveillance System For Hidalgo County; and,
4) Others as may be developed by Sheriff's Office.

BACKGROUND

Pursuant to fiscal funding for such services (as stipulated in contract under #20: Commitment Of Current Revenues Only).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As pe Sheriff's Office, funding would need to be identified and appropriated for renewal period inasmuch as SO does not have the monies.

FISCAL YEAR: 0 **ACCT. #:** 0-1100-421-00-280-001-0-311

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

BUDGETARY IMPACT:

Additional Funding to be Determined.
9-1100-421-00-280-001-0-339
0-1100-421-00-280-001-0-331

Attachments

Link: Correspondence

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2010 04:39 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2010 04:52 PM	APRV
3	Rey Salazar	Rey Salazar	07/16/2010 05:00 PM	APRV
4	Auditor's Office		07/16/2010 05:17 PM	NEW

Form Started By: Vangie Garcia

Started On: 07/08/2010 02:17 PM

Final Approval Date: 07/16/2010

Evangelina Garcia

From: juan tapia [juan.tapia@hidalgoso.org]
Sent: Tuesday, July 13, 2010 10:11 AM
To: 'Evangelina Garcia'
Cc: Anacleto.Martinez@hidalgoso.org; R.Espinoza@hidalgoso.org; 'Richard Ozuna'; 'Oscar Garza'; 'Darlene Betancourt'; 'Sergio Cruz'; dale.kennan@co.hidalgo.tx.us; dina.trevino@co.hidalgo.tx.us
Subject: FW: Re: Hollis Rutledge & Associates Contract C-09-233-08-04 Professional Consulting Services to Seek Funding

Mrs. Evangelina "Vangie" Garcia
Following our telephone conversation, please this serve as a formal notice to disregard our previous Notification regarding renewing of contract C-09-233-08-04 for Hollis Rutledge and Associates, Inc. Please route through CC a renewal approval, subject to necessary funding due that our current budget only covers enough for the end of 2010 year period.
Should you have any questions or required additional information, please contact us. Thank You

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office

From: juan tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Thursday, July 08, 2010 12:13 PM
To: 'Evangelina Garcia'
Cc: 'Anacleto.Martinez@hidalgoso.org'; 'R.Espinoza@hidalgoso.org'; 'Richard Ozuna'; 'Oscar Garza'; 'Darlene Betancourt'
Subject: Re: Hollis Rutledge & Associates Contract C-09-233-08-04 Professional Consulting Services to Seek Funding

Mrs. Evangelina "Vangie" Garcia
Following our telephone conversation, please this serve as a Formal Notice as per instructions from Chief Deputy A "Sonny" Martinez. The Sheriff's Office by this means request not to renew contract C-09-233-08-04 with Hollis Rutledge and Associates, Inc. Professional Consultant to Seek Funding.
Should you have any questions or required additional information, please contact us. Thank You

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX. 78542
Tel (956)-292-2930
Fx. (956)-292-2932
Cell 776-2288

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

July 12, 2010

Hollis Rutledge And Associates, Inc.
Attn: Hollis Rutledge
414 N. Mayberry St.
Mission, Texas 78572

Certified Mail: 7099-3220-0002-9744-8857
Email: hollis@rutledge-associates.com

Re: C-09-233-08-04
"Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office Project(s)"

Dear Mr. Rutledge:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' final year extension as provided under the Service Contract for Hidalgo County Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources For Sheriff's Office Project(s). Extension will be at the same rates, terms and conditions. Said extended agreement will be as of: August 1, 2010 thru July 31, 2011.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, July 20, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 **a.m., Wednesday, July 14, 2010** or

sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: Hollis Rutledge Date: 7/13/2010



Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-09-233-08-04

THIS AGREEMENT is made on the 4th day of August, 2009 by and between Hidalgo County, Texas, a political subdivision of the State of Texas (hereinafter "County") and Hollis Rutledge & Associates, Inc. (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a Consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County the consulting services required by Hidalgo County in connection with the **"Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources"** ("services"). Pursuant to Article 262.024 of the Texas Local

Government Code, the County exempted the service of the Consultant from Section 262.023 of the Local Government Code, provided however the county requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant will report any problems or recommended changes in the Implementation of **"Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other"** to Hidalgo County.

3. As consideration for the services of Consultant described herein, County Agrees to pay Consultant the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent consultant and is not an employee of County or any agency thereof, and represents and warrants that Consultant does not desire or request any fringe benefits provided to employees of County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Any contract award to Consultant 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 without cause on thirty (30 days) written notice prior to cancellation.

6. Consultant may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective as of August 1, 2009 with an initial period of one (1) year, with County's option to renew for one (1) additional year, under the same rates, terms and conditions.

8. Notice. 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 sent personally 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, Texas Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Consultant:	Hollis Rutledge & Associates, Inc. 414 N. Mayberry St. 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 at it is deposited in the United States mail.

9. Conflict with Applicable Law. 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 hereof, 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.

10. 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.

11. 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 Consultant and not otherwise.

12. Texas Law to Apply. This Agreement shall be construed under and in

accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

15. Assignment. This Agreement shall not be assignable; provided, however, that Consultant may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

16. Headings. The headings and captions contained in this Contract are solely for convenient 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 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.

18. Authority to Execute. The execution and performance of this Contract by

County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

19. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

20. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant. 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 provision of Tex. Loc. Govt.

Code Ann §271.903 (Vernon Supp. 1995).

21. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Consultant's employees, agents or other representatives, including the violation of any law or regulation related to Consultant's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant harmless from any loss, costs, liabilities or damages which are incurred by Consultant which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Representation and Warranties. Consultant represents and warrants to County that all representations and warranties of Consultant as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as contained in County's Request for Proposals

as a material inducement to County to enter into the Contract.

EXECUTED and effective as of the_____ day and _____, 2009 first written above.

APPROVED BY COMMISSIONERS COURT ON: 8/4/09

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Steve L. Crain

COUNTY OF HIDALGO, TEXAS
By:_____
Juan D. Salinas, III, County Judge

ATTEST:
_____
Arturo Guajardo, Jr., County Clerk

Consultant:
By: Hollis Rutledge
Printed Name: Hollis Rutledge & Associates Inc.
Title: President
Date: 8/14/09

APPENDIX "A"

"Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other"

Consultant is to provide the services and perform the tasks of grant writing as requested under the Pool-RFQ-Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources as follows as available and permitted for the "Sheriff's Office" including but not limited to, the following projects (as approved by CC on 05/26/09) (see Exhibit "A"-Requirements Of Project/Scope Of Services);

a. Construction of a Second Substation;
b. New Communication System;
c. Implementation of Fixed & Remote Surveillance System For Hidalgo County;
d. Others as developed by Sheriff's Office

Consultant has proposed the following pursuant to the project;

At a rate of $100.00 per hours and to be paid a monthly retainer of $3,000.00 for twelve (12) months, estimating thirty (30) hours per month in services. Hours worked will be reported and hours not used in a month by the Sheriff's Office will accrue to the following months.

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

"POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP/Q NO: 2008-103-05-21-VYG

Hidalgo County is requesting for sealed proposals with qualifications from qualified **"Consultant(s)** in order to establish a **"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"**. Hidalgo County Purchasing Department will receive sealed proposals with qualifications for the provision and establishment of a **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, May 21, 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-103.-05-21-VYG

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 Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposal/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 FACSIMIL NO LATER THAN Wednesday, May 14, 2007 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL AT:** evangelina.garcia@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, May 16, 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 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 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 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 BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q 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 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/Qualification (RFP/Q) 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 bidding 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 RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/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 CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for one (1) additional one year term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:
The required contents and limitations for the preparation of the RFP/Q 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/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

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 competent, qualified **"Consultant(s)"**, in order to establish a "Pool", that has had experience in, but not limited to, the following areas:

- Prefer a minimum of five (5) years responsible experience in business/government;
- Prefer a minimum of three (3) years recent experience in grant and/or technical writing;
- Must have experience relevant to Federal And State Agencies, Private Sector(s), and Other Sources For Funding;
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested
- Overall understanding of the "Project" as detailed in scope of work/services
- Excellent financial-related background and interpersonal skills
- Effective communication skills, both verbal and written
- Excellent organizational and analytical skills
- Ability to manage multiple priorities
- Ability to formulate recommendations
- Ability to compile and analyze financial data

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

Additionally, this section should include a description of the firm's project personnel and their most recent similar 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.

SCOPE OF SERVICES:
Hidalgo County is requesting proposals with qualifications from experienced, qualified consultants in order to establish a **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** to provide consulting services required. The **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Souces"**contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

APPENDIX "B"
CONSULTANT FEE

HOLLIS RUTLEDGE AND ASSOCIATES INC.
Business Management • Marketing Consultants • Real Estate • Governmental Affairs

HOLLIS V. RUTLEDGE, JR.
President

414 N. Mayberry St.
Mission, TX 78572
Phone 956-583-0002
Fax 956-583-0500

May 20, 2008

Vangie Y. Garcia, Contract's Manager
For: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Professional Consulting Services to Seek Funding
And Assistance through Federal, State, Private Sector(s) and Other
Sources for Hidalgo County Sheriff's Office

Dear Ms. Garcia:

Thank you very much for the opportunity to meet to negotiate submittal of a "best and final offer for discussion and consideration". Prior to proceeding with presentation of our firm's "best and final offer for discussion and consideration", we would respectfully like to clarify some of the discussions at the negotiation meeting. In your memorandum dated June 3, 2009, you state that:

> "A $3,000.00 Retainer Fee based on the minimum of twenty (20) hours not to exceed thirty (30) hours per month at the hourly rate of $150.00 per hour (as submitted in the RFQ for the pool) was proposed by you. A possible percentage amount per funding per project was also discussed and was concluded as per your response that not all funding sources are applicable. If this is not a consideration, please provide as to why it is not in the best interest of the County to proceed in the direction."

During negotiations we proposed that to facilitate payment for the County, a monthly retainer of $3,000 would be proposed estimating the firm would work an average of 20 hours a month at the $150.00 per hour submitted in the original proposal. The firm, however, would propose to work up to 30 hours per month for the retainer fee of $3,000.00 which averages out to $100.00 per hour which is lower than the amount proposed in the original proposal to the County. Any hours worked over that retainer base hours of 30 hours would be charged at $150.00 per hour. A discussion based on a question by your Office followed about what would happen if a grant allowed the County to be reimbursed for grant-writing expenses. We were questioned as to whether we would want the grant-writing reimbursement in addition to our monthly retainer. We indicated that for grants that allowed for grant-writing to be reimbursed we would report the specific hours for the grant and the County would retain the funds as part of their budget for

~~payment of the HRA Inc. monthly retainer. There was never a discussion during negotiations or in your procurement requirements of reimbursement of the firm's services as a percentage of a grant.~~

Our firm is proposing to provide the services and perform the tasks – grant-writing services- requested under the Professional Consulting Services To Seek Funding And Assistance through Federal, State, Private Sector(s) And Other Sources For Hidalgo County Sheriff's Office at a rate of $100.00 per hour and to be paid as a monthly retainer of $3,000.00, estimating 30 hours per month in services. Hours worked will be reported and hours not used in a month by the Sheriff's Department will accrue to the following months. The firm will seek funding and assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted for the Sheriff's Office including but not limited to the following projects:

1. Construction of a Second Substation
2. New Communication System
3. Implementation of Fixed & Remote Surveillance System for Hidalgo County
4. Others as developed by Sheriff's Office

We look forward to working together for the benefit of the County of Hidalgo. I would like to thank you for your consideration of our firm and look forward to a successful working relationship. If you have any questions, please call me at 583-0002 (office) or 956-497-9979 (cell).

Sincerely,

Hollis R. Rutledge Jr.

Hollis Rutledge, Jr.
President
Hollis Rutledge and Associates, Inc.

EXHIBIT "C"
INSURANCE DOCUMENTATION

Progressive
PO Box 94903
Cleveland, OH 44101
800-444-4487

PROGRESSIVE

Policy number: 08440936-5
Underwritten by:
Progressive County Mutual Ins Co
July 13, 2010

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO COUNTY 2802 S BUS 281 EDINBURG, TX 78539	HOLLIS RUTLEDGE & ASSOC 414 N MAYBERRY MISSION, TX 78572	USAA INS AGCY INC 9800 FRDRCKSBRG HSVCW SAN ANTONIO, TX 78288

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 7, 2010 Policy Expiration Date: Feb 7, 2011

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	$1,000,000 Combined Single Limit
Uninsured Motorist Property Damage	$50,000 w/$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

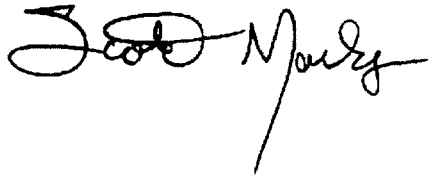
2006 DODGE DAKOTA QUADCAB 1D7HE28K16S694822	
Personal Injury Protection	$5,000
Comprehensive	$500 Ded
Collision	$500 Ded
2007 CHRYSLER ASPEN LIMITED 1A8HX582X7F573151	
Personal Injury Protection	$5,000
Comprehensive	$500 Ded
Collision	$500 Ded

Continued

Certificate number

19410JHU936

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



Commercial Certificate of Insurance

FARMERS

Agency Name & Address
EDWARD A SACRE
7330 SAN PEDRO, SUITE 170
SAN ANTONIO, TEXAS 787216

Issue Date (MM/DD/YY) 07/13/10

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 19 Dist. 46 Agent 337

Insured Name & Address
HOLLIS RUTLEDGE
414 N MAYBERRY ST
MISSION, TEXAS 78572

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D TEX FARMERS COUNTY MUTUAL

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
D	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	19-42044792	06/11/10	12/11/10	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ $ 100,000 $ 300,000 $ 50,000 $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special items:

CERTIFICATE HOLDER IS ALSO THE ADDITIONAL INSURED:
ATT: HIDALGO COUNTY PURCASHING DEPT.

Certificate Holder

Name & Address
HIDALGO COUNTY
2802 S BUS 281
EDINBURG, TEXAS 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

EDWARD A SACRE Edward A Sacre
Authorized Representative

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 07/13/201

PRODUCER (956) 687 - 7271

Jesse Trevino Insurance Agency Inc.
914 N. Main Suite 4-A
McAllen, Texas 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIO ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICAT HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND O ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Hollis Rutledge DBA
RGV Palm Properties
523 N. Conway Ste 3
Mission, Tx. 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hallmark Specialty Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING A REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTA THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIE 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	TXG31283	1/15/10	1-/15/11	EACH OCCURRENCE	$ 500,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [ ] OCCUR		/ /	/ /	MED EXP (Any one person)	$ 5000.00
						PERSONAL & ADV INJURY	$ 500,000
		GEN'L AGGREGATE LIMIT APPLIES PER:		/ /	/ /	GENERAL AGGREGATE	$ 500,000.0
		[ ] POLICY [ ] PRO-JECT [ ] LOC		/ /	/ /	PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE		/ /	/ /		$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER		/ /	/ /		
				/ /	/ /		
				/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Attn: Hidalgo County Purchasing Dept.

CERTIFICATE HOLDER

( ) ( )
Additional Named Insured
Hidalgo County
2802 S. Business 281
Edinburg, Tx. 78539

Attn: Hidalgo County Purchasing Dept.

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

Jesse Trevino

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
8-13-2009

PRODUCER

JESSE TREVINO INSURANCE AGENCY
P O BOX 429
MCALLEN, TEXAS 78505

CODE SUB-CODE

INSURED

HOLLIS RUTLDEGE & ASSOCIATES INC
523 N CONWAY STE#3
MISSION, TEXAS 78572

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A REPUBLIC-VANGUARD INSURANCE COMPANY
COMPANY LETTER B TEXAS MUTUAL INSURANCE COMPANY
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY				GENERAL AGGREGATE	$ 500,000
	X COMMERCIAL GENERAL LIABILITY	RGL381648	12-8-2008	12-8-2009	PRODUCTS-COMP/OPS AGGREGATE	$ not covere
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY	$ 500,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$ 500,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MEDICAL EXPENSE (Any one person)	$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
	GARAGE LIABILITY				PROPERTY DAMAGE	$
	EXCESS LIABILITY				EACH OCCURRENCE $	AGGREGATE $
	OTHER THAN UMBRELLA FORM					
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	0001043542	8-14-2009	8-14-2010	STATUTORY	
					$ 100,000	(EACH ACCIDENT)
					$ 100,000	(DISEASE—POLICY LIMIT)
					$ 500,000	(DISEASE—EACH EMPLOYEE)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

COMPUTER CONSULTING OR PROGRAMING

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 ENDEAVOR TO MAIL _____ 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

JESSE TREVINO

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