AI-22571 **6.D.**

Claim of Francis De Leon

CC REGULAR

Date:	08/24/2010
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Francis De Leon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2010 03:00 PM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:21 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV

Form Started By: Rosie Luna — Started On: 08/18/2010 02:41 PM

Final Approval Date: 08/20/2010

AI-22480 **6.E.**

Claim of Erasmo Chapa

CC REGULAR

Date:	08/24/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Erasmo Chapa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 08:53 AM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:17 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/13/2010 08:32 AM

Final Approval Date: 08/20/2010

AI-22588 **6.F.**

C-1842-10-J; Sandra Salazar, et al v. Hidalgo County, Texas, et al

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1842-10-J; Sandra Salazar, et al v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 08:36 AM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:20 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 03:57 PM	APRV
Form Started By: Monica Badillo			Started On: 08/18/2010 04:43 PM	
Final Approval Date: 08/20/2010				

AI-22509 **6.G.**

CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

CC REGULAR

Date: 08/24/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 04:52 PM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:17 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV

Form Started By: Monica Badillo — Started On: 08/13/2010 04:36 PM

Final Approval Date: 08/20/2010

AI-22511 **6.H.**

CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff?s Department
CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff’s Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 04:59 PM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:18 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV
Form Started By: Monica Badillo			Started On: 08/13/2010 04:38 PM	
Final Approval Date: 08/20/2010				

AI-22622 **6.I.**

Civil Action No. 7:10-cv-00194 United States of America v. Carlos Mendoza, et. al

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Civil Action No. 7:10-cv-00194 United States of America v. Carlos Mendoza, et. al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		08/20/2010 03:58 PM	PEND
2	Auditor's Office	Linda Fong	08/20/2010 03:04 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 03:58 PM	APRV

Form Started By: Monica Badillo — Started On: 08/20/2010 10:19 AM

Final Approval Date: 08/20/2010

AI-22572 **7.D.**

Claim of Francis De Leon

CC REGULAR

Date:	08/24/2010
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Francis De Leon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2010 03:00 PM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:21 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV

Form Started By: Rosie Luna — Started On: 08/18/2010 02:42 PM

Final Approval Date: 08/20/2010

AI-22481 **7.E.**

Claim of Erasmo Chapa

CC REGULAR

Date:	08/24/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Erasmo Chapa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 08:53 AM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:18 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/13/2010 08:35 AM

Final Approval Date: 08/20/2010

AI-22589 **7.F.**

C-1842-10-J; Sandra Salazar, et al v. Hidalgo County, Texas, et al

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1842-10-J; Sandra Salazar, et al v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 08:37 AM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:20 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:34 PM	APRV
Form Started By: Monica Badillo			Started On: 08/18/2010 04:44 PM	
Final Approval Date: 08/20/2010				

AI-22510 **7.G.**

CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

CC REGULAR

Date: 08/24/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

CL-09-3518-F; Guadalupe Guzman, individually and as next friend of Angelli Nahomi Martinez and Anay Yiselle Garcia v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 04:59 PM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:19 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV

Form Started By: Monica Badillo — Started On: 08/13/2010 04:37 PM

Final Approval Date: 08/20/2010

AI-22512 **7.H.**

CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff?s Department
CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-2510-A; Margarito Torres v. Hidalgo County Sheriff’s Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 04:59 PM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 02:19 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV
Form Started By: Monica Badillo			Started On: 08/13/2010 04:39 PM	
Final Approval Date: 08/20/2010				

AI-22623 **7.I.**

Civil Action No. 7:10-cv-00194 United States of America v. Carlos Mendoza, et. al

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Civil Action No. 7:10-cv-00194 United States of America v. Carlos Mendoza, et. al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 10:20 AM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 03:04 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 03:58 PM	APRV

Form Started By: Monica Badillo — Started On: 08/20/2010 10:19 AM

Final Approval Date: 08/20/2010

AI-22592 **10.B.**

Appointment to Amigos Del Valle Board
CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Erika Reyna (thru Sandra DeLeon)
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to appoint members One (1) Representative and One (1) Alternate to the Amigos Del Valle Board

BACKGROUND

For Fiscal Year 2010-11 (Oct. 1, 2010 - Sept. 30, 2011)
Due by 9/1/10

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 08:38 AM	APRV
2	Erika Zamora	Erika Zamora	08/20/2010 04:49 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 05:05 PM	APRV
4	Purchasing Department		08/20/2010 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 08/18/2010 05:07 PM

Final Approval Date: 08/20/2010

Amigos Del Valle, Inc.

1116 N. Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-2210

"CELEBRATING 35 YEARS OF SERVICE"

RECEIVED
JUL 23 2010
COUNTY JUDGE

July 21, 2010

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
VICTOR G. TREVINO
Member-At-Large, Cameron County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary
ARMANDO GARZA, JR.
City Commissioner, San Juan
Treasurer
JIM DARLING
City Commissioner, McAllen
Member

BOARD MEMBERS
ROSE GOWEN
City Commissioner, Brownsville
JOSE G. GARZA, JR.
City Councilman, Donna
GENE ESPINOZA
City Councilman, Edinburg
JOEY TREVINO
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
DIANNA G. TOVAR
City Councilwoman, Mercedes
AIDA LERMA
Public Relations Director, Mission
SANTIAGO SALINAS
Community Development
Program Monitor, Pharr
MARY GUTIERREZ
City Commissioner, Raymondville
ARMANDO GARZA, JR.
City Commissioner, San Juan
ELOY R. ALANIZ
Volunteer, Weslaco
ELIBERTO GUERRA
Willacy County
IRMA R. GARCIA
Banking / Finance
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

Judge J. D. Salinas
County Of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

Honorable Judge Salinas:

Our agency continues to need and depend on your County's active participation in our Board of Directors through your appointed Board Representative and Alternate. Thus, this is to request your County's appointment of your Representative and Alternate to our Fiscal Year 2010-11 (October 1, 2010 – September 30, 2011) Board of Directors by no later than Wednesday, September 1, 2010. Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Lydia Watson, Agency Administrative Assistant, at our Administration Office by no later than Monday, September 6, 2010.

Please be assured that we are very grateful for your County's thirty-six (36) year commitment and involvement with our agency as a member of our Board of Directors.

Enclosed please find a copy of our agency's By-Laws for your information. If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza
Executive Director

cc: Hector "Tito" Palacios, Commissioner, County of Hidalgo

Equal Housing Opportunity & Lender

HUD Certified Counseling Agency

NeighborWorks® CHARTERED MEMBER

withdrawing member and the Board cannot resolve such grievances within 30 days after presentation of the resolution, then the member shall be permitted to withdraw. In the event any member voluntarily withdraws, all corporation services and functions to such member shall be terminated 30 days after the effective date of such withdrawal unless other arrangement are made between the withdrawing member and the Board to retain certain services.

B. INVOLUNTARY TERMINATION

Any member who fails to pay membership fees in accordance with Article XIII-B stated herein may be automatically terminated as a member without further action of the Board. Upon involuntary termination, a member loses all rights and privileges associated with membership including the right to appoint a Representative and Alternate to the Board. Designated Representatives and Alternates of such member lose the right to participate or vote in Board meetings, and the right to hold office.

Upon involuntary termination, all corporation services and functions to such member shall be terminated 30 days after the effective date of termination, unless the Board, by majority vote, decides to retain certain services.

ARTICLE VII

BOARD OF DIRECTORS:

A. COMPOSITION

The Board of Directors shall be composed of the duly appointed Representatives and Alternates from the membership, Members-at-large, Members Emeritus, and Banking/Finance Members.

Representatives and Alternates shall be designated as follows:

In August of each year, each member of Amigos Del Valle, Inc. shall appoint a community representative to serve on the Board as its Representative. The term of appointments shall be for one year. An appointed Representative to the Board may serve successive terms without limitation. The Representative serves at the pleasure of the appointing member. Each member shall also appoint an Alternate to the Representative. The Alternate shall also be a community representative of the member governmental entity. Alternates shall serve a one year term consistent with the member's Representative. In selecting the Representative and Alternate, the member commission should give consideration to the ability of the person appointed to attend Board meetings and complete a full term. Each member shall notify the Board of Directors by a resolution or letter of the names of their Representative and Alternate on or before August 31st of each year. Representatives missing three (3) consecutive Board meetings or six (6) Board meetings during the fiscal year shall be reported to the appointing member's commission by the Board. If no just cause exists for the absence of the Representative from such meetings, the member shall immediately name a replacement Representative and notify the Board. Vacancies on the Board during the course of the year shall be filled in the same manner as a prescribed for appointment of the original Representative or Alternate.

In addition to the Representatives and Alternates designated by the member entities, the membership of the Board may also include Members Emeritus. Members Emeritus must meet the following requirements.

1. **Have been a Representative or Alternate of the Board for at least five (5) years.**

AI-22615 **11.A.**

Interlocal Agreement to provide Security Services to FEMA by Constable Pct. 4

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Joel Rivera
Department:	EXECUTIVE OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #4:
Approval of Agreement between Hidalgo County and the Department of Homeland Security (FEMA) to provide Security Services.

BACKGROUND

Security Services to be provided at the Disaster Recovery Center (DRC) by Constable Pct. 4 deputies.

Thank you for your assistance with this request. Please see and complete the attached Contract/Vendor Information form. We need this information to process the paperwork before we can initiate your services. At this late hour, we should try to get everything in place for a start-up of August 21st if you can expedite return of the attached document. Services cannot be initiated until we have received your document and allocated funds. FEMA has accepted the quoted rate of $25/hour.

We are in your jurisdiction to provide assistance to the victims of Tropical Storm Alex (DR-1931-TX) and would like to staff our Disaster Recovery Center at 100 E. Cano Ave., Edinburg (2nd floor) with one officer as follows:

August 21, 2010 – September 6, 2010 and according to the following schedule*:
Monday – Saturday 8:00 AM – 7:00 PM (11 hours)
Sunday 12:00 AM – 7:00 PM (7 hours)

*Note: The officer will be positioned inside the suite at the direction of the site manager during working hours. If the suite is not open upon arrival, we would ask the officer to await their arrival (their schedules are subject to flex)

We need to make payment through your agency (as opposed to individual officers) to avoid the accounting issues that would flow from generating multiple individual contracts, etc.. As time is short, we would greatly appreciate your expediting this request. Please call if you have any questions or issues that we should be aware of. We'll forward a set of Post Orders once arrangements have been made.

Please call or email a response when you receive this.
Thank you in advance for your assistance.

John J. Whitson
DSOB Security Specialist
DHS/FEMA
DR-1931-TX
4805 Maher Ave.
Laredo, TX 78041

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact to Hidalgo County

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 08:07 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	08/20/2010 05:22 PM	APRV
3	Auditor's Office		08/20/2010 05:29 PM	NEW

Form Started By: Monica Badillo Started On: 08/19/2010 05:23 PM

Final Approval Date: 08/20/2010

DHS/FEDERAL EMERGENCY MANAGEMENT AGENCY
Joint Field Office – DR-1931-TX
4805 Maher Avenue
Laredo, TX 78041

Electronic Funds Transfer information is required for all contracts awarded by the Federal Government. Please furnish the information in Section A in order to process payments to your financial institution:

A. VENDOR INFORMATION

1. Federal Tax ID No: 74-6000717
2. Contractor/Vendor Name: County of Hidalgo
3. Contractor/Vendor Address: 2818 S. Business Hwy 281
   Edinburg, Texas 78539
4. Contact Name: Rey Salazar
5. Telephone Number: (956) 292-7025
6. Fax Number: (956) 292-7035
7. Duns Number: 103110834
8. Size of Business: Large X Small ____
9. Owner type: Woman __ Minority __ Veteran __ Handicap __ Other X

To obtain Duns Number go to https://eupdate.dnb.com or call 866 705-5711

In addition you must register with Central Contracting Registry (CCR)
(See the attached letter)

BANKING INFORMATION

8. Bank Name: First National Bank
9. Routing No. (ABA #): 114921415
10. Account No. 14009455
11. Type of Account: Checking X Savings ___ Lockbox: _____
12. Telephone No. (956) 380-8506
13. Bank Point of Contact: Roxanna De Leon

GOVERNMENT USE ONLY: CONTRACT NO. _____

AI-22620 **12.A.**

Recognition of Hidalgo County employee Wesley Bradley, Hidalgo County Fire Marshal's Office

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Karina Cardoza
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Recognition of Hidalgo County employee Wesley Bradley, Hidalgo County Fire Marshal's Office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 10:15 AM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 03:05 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 03:57 PM	APRV

Form Started By: Monica Badillo — Started On: 08/20/2010 10:03 AM

Final Approval Date: 08/20/2010

AI-22631 **12.B.**

MPO Presentation

CC REGULAR

Date:	08/24/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 02:47 PM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 05:12 PM	APRV
3	Purchasing Department		08/20/2010 05:29 PM	NEW

Form Started By: Erika Reyna — Started On: 08/20/2010 02:01 PM

Final Approval Date: 08/20/2010

AI-22632 **12.C.**

Reimbursement Request Art. 104.001 & 104.002 CCP

CC REGULAR

Date:	08/24/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of request for reimbursement of expenses for the Rubio Trial transferred from Cameron County, incurred under Article 104.001 and 104.002 of Texas Code of Criminal Procedures with authority for County Judge to submit request as prescribed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reimbursement to Hidalgo County from Cameron County for Rubio Trial expenses.

Attachments

Link: Invoice #4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 02:48 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2010 03:29 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 05:14 PM	APRV
4	Purchasing Department		08/20/2010 05:29 PM	NEW

Form Started By: Erika Reyna — Started On: 08/20/2010 02:04 PM

Final Approval Date: 08/20/2010

HIDALGO COUNTY
100 E Cano
Edinburg, TX 78539
Phone (956) 318-2600
Fax (956) 318-2699

INVOICE

INVOICE #03-CR-457-B-004
DATE: AUGUST 23, 2010

TO:
Honorable Carlos H. Cascos
Cameron County Judge
964 E Harrison Street
Brownsville, TX 78520
(956) 544-0830

FOR:
John Allen Rubio Trial Expenses

SEND PAYMENT TO:
Honorable Norma Garcia
Hidalgo County Treasurer
2810 S Business Hwy 281
Edinburg, TX 78539

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
14	Juror Disbursement	200.00	2,800.00
13	Juror Disbursement	160.00	2,080.00
1	Juror Disbursement	40.00	40.00
9	Costs for Housing John Allen Rubio	52.00	468.00
63	Costs per Day for Displacement of 7 Inmates to Accommodate Rubio	42.00	2,646.00
	Sheriff's Office Personnel Costs		2,808.00
		TOTAL	**$ 10,842.00**

I certify that the above information is true and correct to the best of my knowledge.

_____

Rene A. Ramirez
Hidalgo County Judge

Make all checks payable to Hidalgo County
Payment is due within 30 days

AI-22541 **13.A.**

Lateral Transfers

CC REGULAR

Date:	08/24/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	District Attorneys Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Attorney

Information

CAPTION

DA's (1100/ 1281):
1. Approval of employee transfers as follows, as per section 3.49 of the Civil Service Commission Rules:

		From		To		
Employee No.	**Position Title**	**Dept.**	**Slot No.**	**Dept.**	**Slot No.**	**Grade**
172138	Asst. DA III	Crim DA (080-002)	0021	DA Border Prosecution Initiative (080-012)	0001	16
"	"	DA State Supplement (080-010)	0004	DA Investigation HB 65 (080-007)	0060	"
115347	Asst. DA III	DA Border Prosecution Initiative (080-012)	0001	Crim DA (080-002)	0021	16
"	"	DA Investigation HB 65 (080-007)	0060	DA State Supplement (080-010)	0004	"

2. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

0-1100-412-00-080-002-0-XXX
0-1281-412-00-080-010-0-XXX
0-1281-412-00-080-012-0-XXX
0-1223-412-00-080-007-0-XXX
NO BUDGETARY IMPACT

Attachments

Link: revised salary schedule 080-002

Link: salary sch. - border prosecution

Link: revised salary sch. - DA investigation

Link: revised salary schedule-DA State supplement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	08/20/2010 04:12 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 04:17 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/20/2010 05:18 PM	APRV
4	Auditor's Office		08/20/2010 05:29 PM	NEW

Form Started By: Rosie Cantu Started On: 08/16/2010 03:55 PM

Final Approval Date: 08/20/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-080-002-0

AI - 22541

CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	20	9	102,549.00	102,549.00	102,549.00	4,800.00	0.00	0.00	900.00	0.00	108,249.00
0002	113	ASSISTANT DISTRICT ATTORNEY V	20	8	99,745.00	99,745.00	100,734.00	4,320.00	0.00	0.00	900.00	0.00	105,954.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	99,745.00	99,745.00	99,745.00	5,000.00	0.00	0.00	900.00	0.00	105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	91,333.00	91,333.00	91,333.00	4,800.00	0.00	0.00	900.00	0.00	97,033.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	91,333.00	91,333.00	91,333.00	5,000.00	0.00	0.00	900.00	0.00	97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	4	88,529.00	88,529.00	88,529.00	5,000.00	0.00	0.00	900.00	0.00	94,429.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	52,254.00	52,600.00	0.00	0.00	0.00	900.00	0.00	53,500.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	85,725.00	85,725.00	86,460.00	3,120.00	0.00	0.00	900.00	0.00	90,480.00
0009	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	49,344.00	49,344.00	0.00	0.00	0.00	900.00	0.00	50,244.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	65,071.00	65,071.00	0.00	0.00	0.00	900.00	0.00	65,971.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	78,303.00	78,303.00	78,303.00	5,000.00	0.00	0.00	900.00	0.00	84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	78,303.00	78,303.00	78,303.00	4,560.00	0.00	0.00	900.00	0.00	83,763.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	75,899.00	75,899.00	76,200.00	2,880.00	0.00	0.00	900.00	0.00	79,980.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	71,091.00	71,900.00	4,080.00	0.00	0.00	900.00	0.00	76,880.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	73,495.00	73,495.00	73,980.00	2,400.00	0.00	0.00	900.00	0.00	77,280.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	71,091.00	72,180.00	2,400.00	0.00	0.00	900.00	0.00	75,480.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	5	57,555.00	57,555.00	57,555.00	960.00	0.00	0.00	900.00	0.00	59,415.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	71,091.00	71,091.00	1,920.00	0.00	0.00	900.00	0.00	73,911.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	66,634.00	66,634.00	2,160.00	0.00	0.00	900.00	0.00	69,694.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	6	69,193.00	69,193.00	69,193.00	1,920.00	0.00	0.00	900.00	0.00	72,013.00
								1,200.00					
0021	**113**	**ASSISTANT DISTRICT ATTORNEY III**	**16**	**5**	**67,132.00**	**67,132.00**	**67,132.00**	~~**0.00**~~	**0.00**	**0.00**	**900.00**	**0.00**	**68,032.00**
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	63,071.00	63,071.00	2,160.00	0.00	0.00	900.00	0.00	66,131.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	67,536.00	67,536.00	4,560.00	0.00	0.00	900.00	0.00	72,996.00

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CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	52,254.00	52,600.00	0.00	0.00	0.00	900.00	0.00	53,500.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	61,043.00	61,043.00	1,440.00	0.00	0.00	900.00	0.00	63,383.00
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	61,011.00	61,011.00	2,160.00	0.00	0.00	900.00	0.00	64,071.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	59,488.00	59,488.00	1,920.00	0.00	0.00	900.00	0.00	62,308.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	55,935.00	55,935.00	0.00	0.00	0.00	900.00	0.00	56,835.00
0030	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	900.00	0.00	56,688.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	59,015.00	59,140.00	1,200.00	0.00	0.00	900.00	0.00	61,240.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	56,896.00	56,896.00	1,200.00	0.00	0.00	900.00	0.00	58,996.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	0	47,963.00	47,963.00	49,100.00	0.00	0.00	0.00	900.00	0.00	50,000.00
0034	113	CRIMINAL INVESTIGATOR III	16	1	58,888.00	54,890.00	54,891.00	0.00	0.00	0.00	0.00	0.00	54,891.00
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	60,250.00	58,220.00	58,220.00	1,560.00	0.00	0.00	0.00	0.00	59,780.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	58,020.00	58,100.00	1,200.00	0.00	0.00	900.00	0.00	60,200.00
0037	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	52,254.00	53,100.00	0.00	0.00	0.00	900.00	0.00	54,000.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	55,884.00	55,884.00	960.00	0.00	0.00	900.00	0.00	57,744.00
0039	113	ASSISTANT DISTRICT ATTORNEY II	14	1	50,487.00	50,487.00	50,487.00	4,320.00	0.00	0.00	900.00	0.00	55,707.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	54,303.00	54,303.00	960.00	0.00	0.00	900.00	0.00	56,163.00
0041	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	49,344.00	49,344.00	0.00	0.00	0.00	900.00	0.00	50,244.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	55,788.00	51,743.00	51,743.00	780.00	0.00	0.00	3,600.00	0.00	56,123.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	3	54,021.00	52,865.00	52,944.00	0.00	0.00	0.00	900.00	0.00	53,844.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	52,575.00	52,575.00	0.00	0.00	0.00	900.00	0.00	53,475.00
0045	113	ASSISTANT DISTRICT ATTORNEY I	12	7	52,374.00	52,374.00	52,374.00	0.00	0.00	0.00	900.00	0.00	53,274.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	54,303.00	54,303.00	960.00	0.00	0.00	900.00	0.00	56,163.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	53,941.00	53,941.00	0.00	0.00	0.00	900.00	0.00	54,841.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	50,587.00	50,924.00	0.00	0.00	0.00	900.00	0.00	51,824.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	54,092.00	54,092.00	0.00	0.00	0.00	900.00	0.00	54,992.00

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CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	111	CRIMINAL DISTRICT ATTORNEY				48,654.00	48,654.00	0.00	0.00	0.00	8,000.00	0.00	56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	49,009.00	49,009.00	0.00	0.00	0.00	900.00	0.00	49,909.00
0052	113	ACCOUNTANT IV	14	2	52,254.00	47,227.00	47,227.00	1,080.00	0.00	0.00	0.00	0.00	48,307.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	49,344.00	44,908.00	45,531.00	0.00	0.00	0.00	0.00	0.00	45,531.00
0054	113	CRIMINAL INVESTIGATOR I	12	4	47,829.00	43,319.00	43,319.00	1,800.00	0.00	0.00	3,600.00	0.00	48,719.00
0055	113	EXECUTIVE ASSISTANT II	13	2	48,383.00	43,322.00	43,322.00	1,140.00	0.00	0.00	0.00	0.00	44,462.00
0056	113	EXECUTIVE ASSISTANT I	11	5	45,690.00	40,742.00	41,168.00	1,860.00	0.00	0.00	0.00	0.00	43,028.00
0057	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	36,495.00	36,582.00	1,200.00	0.00	0.00	0.00	0.00	37,782.00
0058	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	36,495.00	36,582.00	1,020.00	0.00	0.00	0.00	0.00	37,602.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,465.00	33,852.00	480.00	0.00	0.00	0.00	0.00	34,332.00
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,465.00	33,852.00	960.00	0.00	0.00	0.00	0.00	34,812.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,365.00	33,365.00	480.00	0.00	0.00	0.00	0.00	33,845.00
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,323.00	33,323.00	900.00	0.00	0.00	0.00	0.00	34,223.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,323.00	33,323.00	1,140.00	0.00	0.00	0.00	0.00	34,463.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,323.00	33,323.00	780.00	0.00	0.00	0.00	0.00	34,103.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	37,109.00	32,122.00	32,214.00	960.00	0.00	0.00	0.00	0.00	33,174.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	25,207.00	25,207.00	0.00	0.00	0.00	0.00	0.00	25,207.00
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	36,271.00	31,280.00	31,328.00	0.00	0.00	0.00	0.00	0.00	31,328.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	30,221.00	30,600.00	600.00	0.00	0.00	0.00	0.00	31,200.00
0069	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	27,045.00	27,045.00	420.00	0.00	0.00	0.00	0.00	27,465.00
0071	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	26,080.00	26,080.00	420.00	0.00	0.00	0.00	0.00	26,500.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	25,116.00	25,116.00	0.00	0.00	0.00	0.00	0.00	25,116.00

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CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	24,278.00	24,300.00	300.00	0.00	0.00	0.00	0.00	24,600.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,192.00	24,220.00	0.00	0.00	0.00	0.00	0.00	24,220.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,154.00	24,154.00	0.00	0.00	0.00	0.00	0.00	24,154.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,154.00	24,154.00	0.00	0.00	0.00	0.00	0.00	24,154.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,154.00	24,154.00	0.00	0.00	0.00	0.00	0.00	24,154.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	23,279.00	23,500.00	0.00	0.00	0.00	0.00	0.00	23,500.00
0081	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	21,720.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0082	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0084	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	22,018.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0086	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0087	113	CRIMINAL INVESTIGATOR I	12	0	41,120.00	41,120.00	41,120.00	0.00	0.00	0.00	0.00	0.00	41,120.00
0088	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	75,899.00	75,899.00	75,899.00	0.00	0.00	0.00	900.00	0.00	76,799.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	60,949.00	61,027.00	3,360.00	0.00	0.00	900.00	0.00	65,287.00
~~A091~~	~~113~~	~~ASSISTANT DISTRICT ATTORNEY III~~	~~16~~	~~5~~	~~67,132.00~~	~~0.00~~	~~0.00~~	~~1,200.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
				TOTAL	**4,356,691.00**	**4,191,388.00**	**4,203,548.00**	**102,440.00**	**0.00**	**0.00**	**56,600.00**	**22,541.00**	**4,361,388.00**

Approval to transfer employee no. 172138 out of slot no. 0021 and transfer in employee no. 115347 to slot no. 0021 as per serction 3.49 of the Civil Service Commission Rules.

***LONGEVITY PAY, SLOT NO. A091 TO BE TRANSFERRED TO SLOT 0021 ACCORDINGLY WITH TRANSFER OF EMPLOYEE.**

HIDALGO COUNTY
COMMISSIONER COURT
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D.A. BORDER PROSECUTION INITIATIVE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	**113**	**ASSISTANT DISTRICT ATTORNEY III**	**16**	**5**	**67,132.00**	**59,452.00**	**60,000.00**	**0.00**	**0.00**	**0.00**	**900.00**	**0.00**	**60,900.00**
0002	113	CLERK II	3	0	20,570.00	15,946.00	15,946.00	0.00	0.00	0.00	0.00	0.00	15,946.00
				TOTAL	**87,702.00**	**75,398.00**	**75,946.00**	**0.00**	**0.00**	**0.00**	**900.00**	**0.00**	**76,846.00**

Approval to transfer employee no. 115347 out of slot no. 0001 and transfer in employee no. 172138 to slot no. 0001 as per serction 3.49 of the Civil Service Commission Rules.

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DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	4,457.00	4,457.00	0.00	0.00	0.00	0.00	0.00	4,457.00
0002	113	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	4,061.00	4,061.00	0.00	0.00	0.00	0.00	0.00	4,061.00
0003	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	3,555.00	3,555.00	0.00	0.00	0.00	0.00	0.00	3,555.00
0004	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	4,028.00	4,028.00	0.00	0.00	0.00	0.00	0.00	4,028.00
0005	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	4,060.00	4,060.00	0.00	0.00	0.00	0.00	0.00	4,060.00
0006	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	3,522.00	3,522.00	0.00	0.00	0.00	0.00	0.00	3,522.00
0007	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	3,995.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0008	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	4,053.00	4,053.00	0.00	0.00	0.00	0.00	0.00	4,053.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	4,990.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	5,065.00	5,065.00	0.00	0.00	0.00	0.00	0.00	5,065.00
0011	113	ASSISTANT DISTRICT ATTORNEY II	14	1	50,487.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	5,019.00	5,019.00	0.00	0.00	0.00	0.00	0.00	5,019.00
0013	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	ASSISTANT DISTRICT ATTORNEY II	14	3	54,021.00	1,156.00	1,156.00	0.00	0.00	0.00	0.00	0.00	1,156.00
0015	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	3,213.00	3,213.00	0.00	0.00	0.00	0.00	0.00	3,213.00
0016	113	ASSISTANT DISTRICT ATTORNEY I	12	7	52,374.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	5,019.00	5,019.00	0.00	0.00	0.00	0.00	0.00	5,019.00
0018	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	1,847.00	1,847.00	0.00	0.00	0.00	0.00	0.00	1,847.00
0019	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	1,667.00	1,676.00	0.00	0.00	0.00	0.00	0.00	1,676.00
0020	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	1,696.00	1,696.00	0.00	0.00	0.00	0.00	0.00	1,696.00
0021	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	3,245.00	3,245.00	0.00	0.00	0.00	0.00	0.00	3,245.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1223-412-00-080-007-0

AI - 22541

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0023	113	CRIMINAL INVESTIGATOR I	12	5	49,344.00	4,436.00	4,500.00	0.00	0.00	0.00	0.00	0.00	4,500.00
0024	113	CRIMINAL INVESTIGATOR III	16	1	58,888.00	3,998.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
0025	113	CRIMINAL INVESTIGATOR II	14	4	55,788.00	4,045.00	4,045.00	0.00	0.00	0.00	0.00	0.00	4,045.00
0026	113	CRIMINAL INVESTIGATOR I	12	4	47,829.00	4,510.00	4,510.00	0.00	0.00	0.00	0.00	0.00	4,510.00
0027	113	HUMAN RESOURCES COORDINATOR IV	15	4	60,250.00	2,030.00	2,030.00	0.00	0.00	0.00	0.00	0.00	2,030.00
0028	113	EXECUTIVE ASSISTANT II	13	2	48,383.00	5,061.00	5,061.00	0.00	0.00	0.00	0.00	0.00	5,061.00
0029	113	EXECUTIVE ASSISTANT I	11	5	45,690.00	4,948.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0030	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	4,986.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0031	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	5,006.00	5,006.00	0.00	0.00	0.00	0.00	0.00	5,006.00
0032	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	4,986.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0033	113	ACCOUNTANT IV	14	2	52,254.00	5,027.00	5,027.00	0.00	0.00	0.00	0.00	0.00	5,027.00
0034	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,043.00	5,043.00	0.00	0.00	0.00	0.00	0.00	5,043.00
0035	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	4,943.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0036	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,085.00	5,085.00	0.00	0.00	0.00	0.00	0.00	5,085.00
0037	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,085.00	5,085.00	0.00	0.00	0.00	0.00	0.00	5,085.00
0038	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	4,943.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0039	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	5,085.00	5,085.00	0.00	0.00	0.00	0.00	0.00	5,085.00
0040	113	ADMINISTRATIVE ASSISTANT IV	10	1	37,109.00	4,987.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0041	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	4,936.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0042	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	5,032.00	5,032.00	0.00	0.00	0.00	0.00	0.00	5,032.00
0043	113	ADMINISTRATIVE ASSISTANT III	8	5	36,271.00	4,991.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1223-412-00-080-007-0

AI - 22541

DA INVESTIGATION HB65

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0044	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	4,994.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0045	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	5,016.00	5,016.00	0.00	0.00	0.00	0.00	0.00	5,016.00
0046	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0047	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	4,937.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0048	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	5,025.00	5,025.00	0.00	0.00	0.00	0.00	0.00	5,025.00
0049	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	2,998.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
0050	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	5,032.00	5,032.00	0.00	0.00	0.00	0.00	0.00	5,032.00
0051	113	CLERK II	3	1	21,653.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0052	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	5,032.00	5,032.00	0.00	0.00	0.00	0.00	0.00	5,032.00
0053	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	4,952.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00
0054	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	3,003.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0055	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	3,024.00	3,024.00	0.00	0.00	0.00	0.00	0.00	3,024.00
0056	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	9,136.00	9,136.00	0.00	0.00	0.00	0.00	0.00	9,136.00
0057	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	49,344.00	49,344.00	0.00	0.00	0.00	0.00	900.00	50,244.00
0058	114	CRIMINAL INVESTIGATOR I	12	3	46,314.00	23,157.00	23,296.00	0.00	0.00	0.00	0.00	0.00	23,296.00
0060	**113**	**ASSISTANT DISTRICT ATTORNEY III**	**16**	**5**	**67,132.00**	**7,680.00**	**7,750.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**7,750.00**
0061	113	CLERK II	3	0	20,570.00	4,624.00	4,624.00	0.00	0.00	0.00	0.00	0.00	4,624.00
					2,426,369.00	201,797.00	202,286.00	0.00	0.00	0.00	0.00	22,541.00	202,286.00

Approval to transfer out employee no. 115347 out of slot no. 0021 and transfer in employee no. 172138 to slot no. 0021 as per serction 3.49 of the Civil Service Commission Rules.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1281-412-00-080-010-0

AI - 22541

D.A. STATE SUPPLEMENT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T001	122	CLERK I	1	0	17,636.00	8,090.00	8,091.00	0.00	0.00	0.00	0.00	0.00	8,091.00
T002	122	CLERK I	1	0	17,636.00	8,090.00	8,091.00	0.00	0.00	0.00	0.00	0.00	8,091.00
T003	122	CLERK I	1	0	17,636.00	7,192.00	7,192.00	0.00	0.00	0.00	0.00	0.00	7,192.00
0004	**113**	**ASSISTANT DISTRICT ATTORNEY III**	**16**	**5**	**67,132.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					120,040.00	23,372.00	23,374.00	0.00	0.00	0.00	0.00	22,541.00	23,374.00

Approval to transfer employee no. 172138 out of slot no. 0004 and transfer in employee no. 115347 to slot no. 0004 as per serction 3.49 of the Civil Service Commission Rules.

AI-22585 **14.A.**

2010 Grievance Committee

CC REGULAR

Date:	08/24/2010
Submitted By:	Jennilee Garza, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval to select names for the 2010 Grievance Committee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

This agenda item does not require funding; no budgetary impact as of 08/19/10.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 08:35 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/19/2010 09:09 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 02:22 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 03:57 PM	APRV

Form Started By: Jennilee Garza Started On: 08/18/2010 04:34 PM

Final Approval Date: 08/20/2010

AI-22563 **15.A.**

Sheriff's Office - VCLG Grant

CC REGULAR

Date:	08/24/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Crime Victim Grant:
1. Approval of the Sheriff's Office Victim Coordinator and Liaison Grant (VCLG) budget in the amount of $37,241.00 for FY2011 (09/01/10 to 08/31/11).
2. Approval of salary schedules.

BACKGROUND

The Office of the Attorney General awarded the Sheriff's Office $74,482.00 for FY2010 and FY2011 ($37,241.00 per year), covering the period of 09/01/09 to 08/31/11.

On 08/18/09, the grant was approved and accepted by Commissioners' Court (AI-16902). The grant budget for FY2010 (first year) was also approved.

The Sheriff's Office is now requesting approval of the budget for FY2011 (second year). Our office will require additional funding from General Fund for the position. The grant award is not sufficient to fully
fund the salary, longevity, and fringe benefits for the employee.

OAG Contract #1014281.

Certification of Revenues previously approved by CC on 08/17/09.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-013-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $37,241.00 for the Victim Coordinator and Liaison Grant (VCLG) for FY 2011. The award is for a two year period (09/01/09 to 08/31/11). At this time, the Sheriff's Office is submitting the grant budget for the second year of the grant.

Revenue account# 0-1284-334-10-280-013-1-000 Victim Assistance Grant Revenues.
Sheriff General Fund account 0-1100-421-00-280-001-0-XXX.

Grant funding will not cover complete grant period. Estimated total shortage of $143.00. Change in percentage distribution to be submitted to Commissioners Court in Jan. 2011 to increase G/F. rc

Attachments

Link: VCLG budget FY 2011

Link: backup

Link: salary.sche.VCLG

Link: sheriff.salary.sche.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	08/19/2010 09:26 AM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 10:03 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/20/2010 10:56 AM	APRV
4	Rosalinda Cantu	Rosie Cantu	08/20/2010 04:48 PM	APRV
5	Auditor's Office	Linda Fong	08/20/2010 05:00 PM	APRV
6	Mike Escaname		08/20/2010 05:29 PM	NEW
Form Started By: Emilia Uriegas			Started On: 08/18/2010 09:27 AM	
Final Approval Date: 08/20/2010				

DATE: August 17, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Crime Victim Coordinator

ACCOUNT NUMBER: 0-1284-421-00-280-013-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-013-1-113	Salary	30,100.00
0-1284-421-00-280-013-1-211	Health Insurance	1,852.00
0-1284-421-00-280-013-1-212	Life Insurance	22.00
0-1284-421-00-280-013-1-220	FICA	2,303.00
0-1284-421-00-280-013-1-230	Retirement	2,716.00
0-1284-421-00-280-013-1-250	Unemployment Compensation	248.00
	TOTAL APPROPRIATIONS	37,241.00
0-1284-334-10-280-013-1-000	Office of the Attorney General of Texas VCLG Revenues	37,241.00
	TOTAL REVENUES	37,241.00

REASON: **To appropriate the second year budget for the Victim Coordinator and Liaison Grant (VCLG) award from the Office of the Attorney General of Texas. The grant period is for September 01, 2010 to August 31, 2011.**

OAG Contract No. 1014281

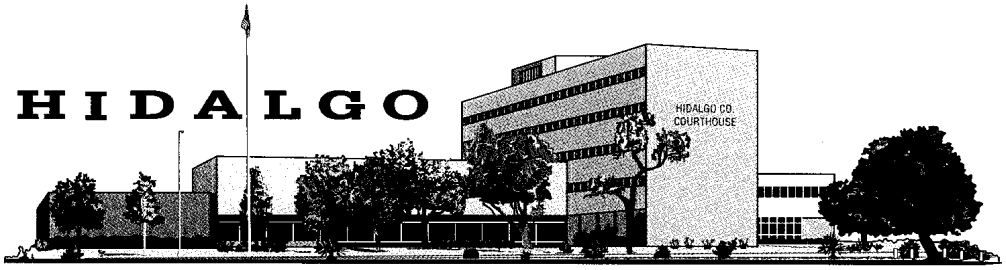
Note: Additional funding for the employee's salary, longevity, and fringe benefits is required from General Fund.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 12, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Attorney General (OAG) for the Victim Coordinator and Liaison Grant (VCLG) program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$74,482.00	OAG Contract No. 1014281

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/12/09
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.

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY SHERIFF'S OFFICE
FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

This contract is executed between the Office of the Attorney General (OAG) and HIDALGO COUNTY SHERIFF'S OFFICE (GRANTEE) for certain grant funds. The Office of the Attorney General and HIDALGO COUNTY SHERIFF'S OFFICE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2009 and shall terminate August 31, 2011, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2010-2011 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2010-2011 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.
The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2009, March 30, 2010, June 30, 2010, September 30, 2010, December 30, 2010, March 30, 2011, June 30, 2011 and continuing until the last quarterly statistical report which is due on or before September 30, 2011.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

a. Targets as established by the OAG;

b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget for each fiscal year as shown on Exhibit A.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. OVAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2010 and October 15, 2011, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – "timely" means on or before May 31, 2010 and on or before May 31, 2011 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20^{th}) day of each month, or if the 20^{th} falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any

overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG for each fiscal year is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all

terms, conditions and provisions of this crisis.

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by it nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4.2.1; 4.2.2; 4.2.3; 4.3.2; 4.3.3; 4.3.4; 4.3.5; 4.3.7; 4.3.8; Section 7; Section 11.1; 11.2; 11.3; 11.10; 11.11; Section 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 **Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 **Access and Audit.** GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 **Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 **Programmatic Reports and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on

financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, ___14, State Assurances. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in

processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE

and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. Consistent with Rider 12, in S.B. 1, Article I, Strategy C.1.2, Victims Assistance, 81st Leg. Reg. Sess. (2009), GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, GRANTEE will comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty

guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. OVAG funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters may not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of shall not be applicable in any case where the organization receiving funds granted by the Foundation determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. OVAG funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue.

OVAG funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that

party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**HIDALGO COUNTY SHERIFF'S OFFICE**
_____	_____
Printed Name: _____ Office of the Attorney General	Printed Name: _____ Authorized Official
Date: _____	Date: _____

EXHIBIT A

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY SHERIFF'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

Maximum Liability of the OAG for Each Fiscal Year. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

For State Fiscal Year 2010 (September 1, 2009 to August 31, 2010), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

For State Fiscal Year 2011 (September 1, 2010 to August 31, 2011), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

State Fiscal Years 2010 and 2011 Budget. Subject to the limitations within this contract, for State Fiscal Year 2010 (September 1, 2009 to August 31, 2010) and State Fiscal Year 2011 (September 1, 2010 to August 31, 2011) the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**FY 2010**	**FY 2011**
Personnel	$30,100	$30,100
Fringe Benefits	$7,141	$7,141
Professional & Consultant Services	$0	$0
Travel	$0	$0
Equipment	$0	$0
Supplies	$0	$0
Other Direct Operating Expenses	$0	$0
Total	**$37,241**	**$37,241**

Exhibit A contains the initial budget for this contract. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The Parties stipulate and agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. The Parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

The Parties stipulate and agree that funding for this contract is subject to the actual receipt of state or federal funding appropriated by the Texas Legislature for this purpose and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The Parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY SHERIFF'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

GRANT NARRATIVE

The following narrative provided by GRANTEE in its FY2010-2011 grant application applies to this contract:

It is the goal of the Hidalgo County Crime Victims Liaison to provide services and educate the target group and to increase the number of citizens served. The project will be accomplished as follows: The Hidalgo County Sheriff's Office will assign one Crime Victims Liaison. 100% of the grant will fund the Crime Victims Liasion position. The Crime Victim's Liaison will be in charge of making contact with the victim and provide the following services and/or information to them. The right to receive from law enforcement agencies adequate protection from harm and threats of harm arising from cooperation with prosecution efforts. The right to have the Magistrate take the safety of the victim and/or his/her family into consideration as element in fixing the amount of bail for the accused. The right, if requested, to be informed of relevant court proceeding and to be informed if those court proceedings have been canceled or rescheduled prior to the event.

The right to be informed, when requested, by a peace officer concerning the defendant's right to bail and the procedures in criminal investigations and by the district attorney's office, concerning the general procedures in the criminal justice system, including general procedures in guilty plea negotiations and arrangements, resitutions, and the appeals and parole process. The right to provide pertinent information to a probation department conducting a pre-sentencing investigation concerning the impact of the offense on the victim and his family by testimony, written statement, or any other manner prior to any sentencing of the offender.

The right to receive information regarding compensation to victims of crime as provided by Subchapter B, Chapter 56, including information related to the cost that may be compensated under the Act and the amount of compensation eligibility for compensation, and procedures for application for compensation under the Act, the payment of medical examination under Artical 56.06 of the Texas Code of Criminal Procedure for a victim of sexual assault, and whenrequested, to referral to available social service agencies that may offer additional assistance.

The right that the Office of the District Attorney representing the State of Texas, and the Sheriff, police and other law enforcement agencies shall ensure to the extent practicable that a victim,

guardian of a victim, or close relative of a deceased victim, is afforded the rights granted by Artical 56.02 (a) of the Texas Code of Criminal Procedure and on request receive an explation of those rights. It is the intent of the Hidalgo County Sheriff's Office to continue developing working relationships with local social service providers and programs such as "Mujers Unidas" ("Women Together") a women's crisis center, religious social service organizations, juvenile law enforcement or regulatory agencies, and other law enforcement agencies that refger cases to our agency. It is the mission of the Hidalgo County Sheriff's Office to investigate any viable accusation of criminal activity and provide the necessary structure to handle these cases.

EXHIBIT C

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY SHERIFF'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1284-421-00-280-013-1

CRIME VICTIM COORDINATOR

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	CRIME VICTIM LIASON	10	2	38,408.00	29,981.00	29,984.00	0.00	0.00	0.00	0.00	0.00	29,984.00
					38,408.00	29,981.00	29,984.00	0.00	0.00	0.00	0.00	0.00	29,984.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF				136,500.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
0002	113	CHIEF DEPUTY				85,000.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
0003	113	DIVISION COMM				75,000.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
0004	113	DIVISION COMM				75,000.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
0005	113	CAPTAIN				65,000.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
0006	113	CAPTAIN				65,000.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
0007	113	CAPTAIN				65,000.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
0008	113	CAPTAIN				65,000.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
0009	113	EXECUTIVE ASSISTANT III	15	2	56,434.00	56,434.00	56,434.00	300.00	0.00	0.00	0.00	500.00	57,234.00
0010	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
0011	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
0012	113	LIEUTENANT STEP II				52,348.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
0013	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
0014	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
0015	113	LIEUTENANT STEP III				54,180.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
0016	113	INFORMATION TECHNOLOGY MANAGER	15	1	54,526.00	54,526.00	54,526.00	0.00	0.00	0.00	0.00	500.00	55,026.00
0017	113	SENIOR CRIME ANALYST	14	1	50,487.00	50,487.00	50,487.00	720.00	0.00	0.00	0.00	500.00	51,707.00
0018	113	LIEUTENANT STEP II				52,348.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
0019	113	LIEUTENANT STEP III				54,180.00	54,180.00	1,500.00	0.00	1,800.00	0.00	500.00	57,980.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0020	113	LIEUTENANT STEP III				54,180.00	54,180.00	900.00	0.00	1,200.00	0.00	500.00	56,780.00
0021	113	ACCOUNTANT III	12	4	47,829.00	47,829.00	47,858.00	1,740.00	0.00	0.00	0.00	0.00	49,598.00
0022	113	SERGEANT STEP II				47,589.00	47,589.00	840.00	0.00	1,800.00	0.00	0.00	50,229.00
0023	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
0024	113	SERGEANT STEP I				45,980.00	45,980.00	480.00	0.00	600.00	0.00	500.00	47,560.00
0025	113	SERGEANT STEP III				49,255.00	49,255.00	1,200.00	0.00	1,800.00	0.00	500.00	52,755.00
0026	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00
0027	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	600.00	0.00	500.00	49,349.00
0028	113	SERGEANT STEP II				47,589.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
0029	113	SERGEANT STEP III				49,255.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
0030	113	SERGEANT STEP III				49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0031	113	SERGEANT STEP III				49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
0032	113	SERGEANT STEP III				49,255.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00
0033	113	SERGEANT STEP III				49,255.00	49,255.00	540.00	0.00	600.00	0.00	0.00	50,395.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	13	1	46,747.00	46,747.00	46,747.00	1,440.00	0.00	0.00	0.00	500.00	48,687.00
0035	113	SERGEANT STEP I				45,980.00	45,980.00	360.00	0.00	1,500.00	0.00	0.00	47,840.00
0036	113	SERGEANT STEP II				47,589.00	47,589.00	1,200.00	0.00	1,800.00	0.00	0.00	50,589.00
0037	113	SERGEANT STEP I				45,980.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
0038	113	SERGEANT STEP III				49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0039	113	SERGEANT STEP I				45,980.00	45,980.00	240.00	0.00	1,200.00	0.00	0.00	47,420.00
0040	113	SERGEANT STEP III				49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
0041	113	SERGEANT STEP II				47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	0.00	49,449.00
0042	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0043	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0044	113	CRIME SCENE SPECIALIST	12	2	44,799.00	44,799.00	44,799.00	480.00	0.00	0.00	0.00	500.00	45,779.00
0045	113	MECHANIC V	12	1	43,284.00	43,284.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
0046	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,620.00	0.00	3,900.00	0.00	0.00	50,297.00
0047	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0048	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00
0049	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	0.00	47,223.00
0050	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00
0051	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	900.00	0.00	3,600.00	0.00	0.00	49,277.00
0052	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0053	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
0054	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
0055	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
0056	113	DEPUTY SHERIFF				36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0057	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0058	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0059	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0060	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
0061	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0062	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	420.00	0.00	1,200.00	0.00	0.00	39,620.00
0063	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0064	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	2,100.00	0.00	0.00	41,610.00
0065	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0066	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0067	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0068	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0069	113	DEPUTY SHERIFF STEP				36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0070	113	DEPUTY SHERIFF				36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0071	113	DEPUTY SHERIFF				36,480.00	36,480.00	540.00	0.00	0.00	0.00	0.00	37,020.00
0072	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0073	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0074	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,140.00	0.00	3,600.00	0.00	0.00	49,517.00
0075	113	SENIOR DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
0076	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0077	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
0078	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0079	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00
0080	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0081	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0082	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
0083	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0084	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	840.00	0.00	2,100.00	0.00	0.00	47,717.00
0085	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
0086	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0087	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0088	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0089	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	720.00	0.00	3,300.00	0.00	0.00	48,797.00
0090	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0091	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0092	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
0093	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0094	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0095	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0096	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0097	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0098	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
0099	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
0100	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00
0101	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
0102	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	900.00	0.00	3,900.00	0.00	500.00	50,077.00
0103	113	DEPUTY SHERIFF				36,480.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0104	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00
0105	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
0106	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0107	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0108	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0109	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0110	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
0111	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	4,500.00	0.00	0.00	48,183.00
0112	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
0113	113	DEPUTY SHERIFF				36,480.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0114	113	SR. DEPUTY SHERIFF STEP III				44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0115	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
0116	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0117	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	600.00	0.00	0.00	44,403.00
0118	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,400.00	0.00	0.00	46,143.00
0119	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0120	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0121	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
0122	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0123	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00
0124	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0125	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00
0126	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0127	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
0128	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0129	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0130	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0131	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	3,000.00	0.00	0.00	46,803.00
0132	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
0133	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0134	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0135	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0136	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0137	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
0138	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	2,100.00	0.00	0.00	40,340.00
0139	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0140	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
0141	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0142	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0143	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0144	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0145	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0146	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	660.00	0.00	3,000.00	0.00	500.00	47,423.00
0147	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0148	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0149	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0150	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0151	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0152	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0153	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
0154	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0155	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
0156	113	DEPUTY SHERIFF				36,480.00	36,480.00	360.00	0.00	0.00	0.00	0.00	36,840.00
0157	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0158	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0159	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
0160	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0161	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0162	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0163	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0164	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0165	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	0.00	45,723.00
0166	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0167	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0168	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0169	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	540.00	0.00	2,100.00	0.00	500.00	46,403.00
0170	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0171	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0172	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0173	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0174	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	3,600.00	0.00	500.00	43,550.00
0175	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0176	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	420.00	0.00	600.00	0.00	0.00	44,283.00
0177	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	0.00	46,203.00
0178	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0179	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0180	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,600.00	0.00	500.00	42,220.00
0181	113	ACCOUNTANT II	10	4	41,006.00	41,006.00	41,006.00	1,560.00	0.00	0.00	0.00	0.00	42,566.00
0182	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	720.00	0.00	0.00	0.00	0.00	40,660.00
0183	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0184	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	360.00	0.00	0.00	0.00	0.00	40,300.00
0185	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	480.00	0.00	0.00	0.00	0.00	40,420.00
0186	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0187	113	MECHANIC IV	10	3	39,707.00	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0188	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0189	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	4,200.00	0.00	0.00	46,300.00
0190	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0191	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00
0192	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0193	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
0194	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0195	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	3,300.00	0.00	0.00	42,750.00
0196	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,600.00	0.00	0.00	45,580.00
0197	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	3,600.00	0.00	500.00	43,610.00
0198	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00
0199	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
0200	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00
0201	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
0202	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0203	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
0204	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
0205	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0206	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0207	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0208	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0209	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0210	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0211	113	DEPUTY SHERIFF				38,000.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0212	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0213	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0214	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
0215	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
0216	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
0217	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0218	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0219	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	1,800.00	0.00	0.00	44,020.00
0220	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0221	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
0222	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0223	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0224	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00
0225	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0226	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0227	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0228	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00

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Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0229	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0230	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0231	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,900.00	0.00	500.00	42,520.00
0232	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	3,000.00	0.00	500.00	43,010.00
0233	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0234	113	DEPUTY SHERIFF				36,480.00	36,480.00	420.00	0.00	1,200.00	0.00	0.00	38,100.00
0235	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0236	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0237	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0238	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0239	113	DEPUTY SHERIFF				36,480.00	36,480.00	420.00	0.00	0.00	0.00	0.00	36,900.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	35,563.00	35,563.00	35,563.00	360.00	0.00	0.00	0.00	500.00	36,423.00
0241	113	EVIDENCE TECHNICIAN	9	1	34,360.00	34,360.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
0242	113	EVIDENCE TECHNICIAN	9	1	34,360.00	34,360.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
0243	113	HUMAN RESOURCES SPECIALIST II	8	2	32,929.00	32,929.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
0244	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
0245	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
0246	113	COMMUNICATIONS OFFICER	7	3	31,520.00	31,520.00	31,855.00	0.00	0.00	0.00	0.00	0.00	31,855.00
0247	113	QUARTER MASTER	8	1	31,815.00	31,815.00	31,815.00	540.00	0.00	0.00	0.00	0.00	32,355.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0248	113	ADMINISTRATIVE ASSISTANT III	8	2	32,929.00	32,929.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00
0249	113	ACCOUNTANT I	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0250	113	COMMUNICATIONS OFFICER	7	0	27,985.00	27,985.00	27,985.00	0.00	0.00	0.00	0.00	0.00	27,985.00
0251	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0252	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	540.00	0.00	0.00	0.00	0.00	31,029.00
0253	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0254	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0255	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0256	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0257	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	1,020.00	0.00	0.00	0.00	0.00	31,509.00
0258	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0259	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0260	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0261	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	600.00	0.00	0.00	0.00	0.00	31,089.00
0262	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0263	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	420.00	0.00	0.00	0.00	0.00	30,909.00
0264	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0265	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0266	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0267	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0268	113	COMMUNICATIONS OFFICER	7	1	29,458.00	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0269	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0270	113	COMMUNICATIONS OFFICER	7	2	30,489.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0272	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	31,096.00	31,096.00	540.00	0.00	0.00	0.00	500.00	32,136.00
0273	113	ASSISTANT QUARTER MASTER	7	1	29,458.00	29,458.00	29,458.00	540.00	0.00	0.00	0.00	0.00	29,998.00
0274	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0275	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0276	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
0277	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0278	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0279	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
0280	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
0281	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
0282	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0283	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0284	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
0285	113	ADMINISTRATIVE ASSISTANT I	4	4	25,839.00	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0287	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00

HIDALGO COUNTY
COMMISSIONER COURT
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SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0288	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0289	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	22,216.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.32
0290	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0291	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0292	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0293	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0294	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0295	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0296	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0297	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
G313	113	CRIME VICTIM LIASON	10	2	38,408.00	8,427.00	8,427.00	600.00	0.00	0.00	0.00	0.00	9,027.00
0327	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0328	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00
0329	113	SR. DEPUTY SHERIFF STEP II				43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALY	9	2	35,563.00	35,563.00	35,563.00	0.00	0.00	0.00	0.00	500.00	36,063.00
0331	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0332	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0333	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0334	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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SHERIFF

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0335	113	DEPUTY SHERIFF				36,480.00	36,480.00	180.00	0.00	0.00	0.00	0.00	36,660.00
0336	113	DEPUTY SHERIFF STEP I				38,000.00	38,000.00	120.00	0.00	3,300.00	0.00	500.00	41,920.00
0337	113	DEPUTY SHERIFF STEP II				39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0338	113	DEPUTY SHERIFF				36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0339	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	1,500.00	0.00	0.00	43,720.00
0340	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0341	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
0342	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,580.00
0343	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0344	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0345	113	SR. DEPUTY SHERIFF STEP I				41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,580.00
0346	113	ADMINISTRATIVE ASSISTANT II	0	0	0.00	26,737.00	26,737.00	360.00	0.00	0.00	0.00	0.00	27,097.00
0347	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	27,276.00	27,276.00	780.00	0.00	0.00	0.00	0.00	28,056.00
					2,410,259.00	12,903,553.00	12,908,901.32	142,800.00	0.00	385,200.00	0.00	52,000.00	13,488,901.32

AI-22568 **16.B.**

Health Division - FY 2011 Prenatal Services (SDI) Contract

CC REGULAR

Date:	08/24/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dan Beltran
Department:	BUDGET & MANAGEMENT
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Health Dept- SDI (1293)
1. Request approval to accept the attached FY 2011 Prenatal Services (SDI) Contract #2011-036490, Attachment #001, in the amount of $165,909.00 for the period 9/1/2010 to 8/31/2011.

2. Approval of Certification of Revenues as certified by the County Auditor for the Prenatal Services (SDI) Contract.

3. Request approval of the attached Prenatal Services (SDI) Contract Budget and Salary Schedules for the period 9/1/2010 to 8/31/2011 (Account #0-1293-441-00-340-018-1).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-018-1-XXX

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

BUDGETARY IMPACT:

FY 2011- see appropriation of funds for SDI Prenatal.
Appropriation of funds for SDI Family Planning and Child Health to be presented to court at later time.
0-1293-334-10-340-018-1-000 Revenues account#

Attachments

Link: cert. of revenues
Link: Contract
Link: SDI salary schedule
Link: SDI budget
Link: County- SDI Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2010 02:14 PM	APRV

2	Rosalinda Cantu	Rosie Cantu	08/20/2010 11:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/20/2010 01:29 PM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:01 PM	APRV
5	Mike Escaname		08/20/2010 05:29 PM	NEW

Form Started By: Sylvia Solis Started On: 08/18/2010 01:33 PM

Final Approval Date: 08/20/2010

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

August 20, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Texas 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
$165,909.00	2011-036490-001 CHS - Prenatal Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/23/10
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.

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-036490 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $165,909.00, 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 09/01/2010 and ends on 08/31/2011. 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:

      2011-036490-001 CHS - Prenatal Services

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits (Not Applicable)

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

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

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

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

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

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

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

CONTRACT NO.2011-036490
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000365610

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: CHS - Prenatal Services

TERM: 09/01/2010 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of prenatal services that include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

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

- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services;
- Contractor's Response to FY11 Competitive RFP Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services;
- Current Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2011, or latest revision, and Core Tool Monitoring Instructions, FY2011; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2011, or latest revision, and Title V Tool Monitoring Instructions, FY2011; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Prenatal Services, an individual must be:

- A female of child bearing age;
- A Texas resident;
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo.

Location: Multiple clinic locations identified through the DSHS website at: http://www.dshs.state.tx.us/mch/fee/locator_prenatal/locator.shtm.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

- Contractor shall provide prenatal services to at least 1494 unduplicated clients.
- At least 30% of the total amount of this Program Attachment shall be for prenatal services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.
- Not more than 70% of the total amount of this Program Attachment shall be for services provided to Title V eligible women ages 22 and over.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT:

Request for Proposal for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services issued on April 6, 2010, RFP #DFCHS-0388.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to four (4) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005); and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 458-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Services whether via

voucher or a web-based system.

No later than 60 days after the end of the Program Attachment term, Contractor shall submit the final Request for Advance or Reimbursement Form 270 (DSHS Form GC-10). The original, signed version of Form 270 shall be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

Form 270 shall be emailed also to CDSB at cdsb@dshs.state.tx.us.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Child Health and Dental Fee for Service and Title V Prenatal Fee for Service.

Total payments will not exceed $165,909.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

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

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Advance or Reimbursement", Form 270 (Form GC-10), or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of

authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement

regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

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

2011-036490

Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES

Organization Name

HIDALGO COUNTY HEALTH HUMAN SERVICES DEPARTMENT
PRENATAL, FAMILY PLANNING, CHILD HEALTH EMPLOYEE SALARY SCHEDULE
0-1293-441-00-340-018-1

Term: 9/1/2010 - 8/31/2011			Salary 9/1/2010	Salary 1/1/2011	Salary for 12 month
Slot #	Employee Name	Employee Title	12/31/2010	8/31/2011	Grant Period
018-G003		Registered Nurse III	$ 16,072.35	$ 32,144.65	$ 48,217.00
018-G014		Billing Specialist II	$ 6,781.00	$ 13,562.00	$ 20,343.00
018-G013		Clerk III	$ 6,750.00	$ 13,500.00	$ 20,250.00
018-G007		Billing Supervisor	$ 12,693.33	$ 25,386.67	$ 38,080.00
018-G004		Registered Nurse III	$ 16,072.35	$ 32,144.65	$ 48,217.00
018-G018		Clinic Aide II	$ 6,198.67	$ 12,397.33	$ 18,596.00
018-G012		Clerk III	$ 7,085.67	$ 14,171.33	$ 21,257.00
018-G005		Registered Nurse III	$ 16,071.33	$ 32,142.67	$ 48,214.00
018-G017		Billing Specialist II	$ 6,190.33	$ 12,380.67	$ 18,571.00
018-G008		Social Worker	$ 11,798.85	$ 23,598.15	$ 35,397.00
018-G016		Eligibility Specialist I	$ 6,457.67	$ 12,915.33	$ 19,373.00
018-G015		Eligibility Specialist I	$ 6,458.67	$ 12,917.33	$ 19,376.00
018-G009		Social Worker	$ 11,799.00	$ 23,598.00	$ 35,397.00
018-G011		Maintenance II	$ 7,145.33	$ 14,290.67	$ 21,436.00
	Salary Totals		**$ 137,574.55**	**$ 275,149.45**	**$ 412,724.00**
	FICA				$ 31,573.39
	Retirement				$ 36,814.98
	Unemployment				$ 2,063.62
	Worker's Comp.				$ -
	Health Insurance				$ 48,883.77
	Life Insurance				$ 387.86
	Fringe Benefit				**$ 136,017.88**
	Grand Total				**$ 548,741.88**

For reporting purposes Only.
Re

DATE: August 18, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-018-1 Prenatal Services 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 -
0-1293-441-00-340-018-1-113	Regular Full-Time Employees	$ 131,043.00
0-1293-441-00-340-018-1-211	Health Insurance	$ 11,000.00
0-1293-441-00-340-018-1-212	Life Insurance	$ 327.00
0-1293-441-00-340-018-1-220	FICA	$ 9,500.00
0-1293-441-00-340-018-1-230	Retirement	$ 12,384.00
0-1293-441-00-340-018-1-250	Unemployment Compensation	$ 1,655.00
	TOTAL BUDGET	$ 165,909.00

INCREASE REQUEST $

Revenue Account # 0-1293-334-10-340-018-1-000

REASON: Implement FY2011 Prenatal Services Budget for the period 9/1/2010 to 8/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1293-441-00-340-018-1-XXX

AI - 22568

SDI

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G003	113	REGISTERED NURSE III	14	4	55,788.00	48,217.00	48,217.00	0.00	0.00	0.00	0.00	0.00	48,217.00
G004	113	REGISTERED NURSE III	14	4	55,788.00	48,217.00	48,217.00	0.00	0.00	0.00	0.00	0.00	48,217.00
G005	113	REGISTERED NURSE III	14	4	55,788.00	48,214.00	48,214.00	0.00	0.00	0.00	0.00	0.00	48,214.00
G007	113	BILLING SUPERVISOR	11	3	42,884.00	38,080.00	38,080.00	0.00	0.00	0.00	0.00	0.00	38,080.00
G008	113	SOCIAL WORKER	11	1	40,078.00	35,397.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G009	113	SOCIAL WORKER	11	4	44,287.00	35,397.00	35,397.00	0.00	0.00	0.00	0.00	0.00	35,397.00
G011	113	MAINTENANCE II	3	4	23,927.00	21,436.00	21,436.00	0.00	0.00	0.00	0.00	0.00	21,436.00
G012	113	CLERK III	5	1	25,256.00	21,257.00	21,257.00	0.00	0.00	0.00	0.00	0.00	21,257.00
G013	113	CLERK III	5	1	25,256.00	20,250.00	20,250.00	0.00	0.00	0.00	0.00	0.00	20,250.00
G014	113	BILLING SPECIALIST II	3	4	23,927.00	20,343.00	20,343.00	0.00	0.00	0.00	0.00	0.00	20,343.00
G015	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	19,376.00	0.00	0.00	0.00	0.00	0.00	19,376.00
G016	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	19,373.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G017	113	BILLING SPECIALIST II	3	0	20,570.00	18,571.00	18,571.00	0.00	0.00	0.00	0.00	0.00	18,571.00
G018	113	CLINIC AIDE II	3	4	23,927.00	18,596.00	18,596.00	0.00	0.00	0.00	0.00	0.00	18,596.00
				TOTAL	**485,882.00**	**417,551.00**	**357,954.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**357,954.00**

AI-22544 **16.C.**

Registration Reimbursement

CC REGULAR

Date:	08/24/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Approval to reimburse Health Inspectors Ruben Hernandez and Luis Galvan for registration fees paid to attend the Voluntary Retail Food Standards Workshop June 23, 2010 in Harlingen.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-001-0-584

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

BUDGETARY IMPACT:

PO# 641487 available balance as of 8-19-10 $25.00 (Luis Galvan)
PO# 641489 available balance as of 8-19-10 $25.00 (Ruben Hernandez)

Attachments

Link: Trip 6-23-10

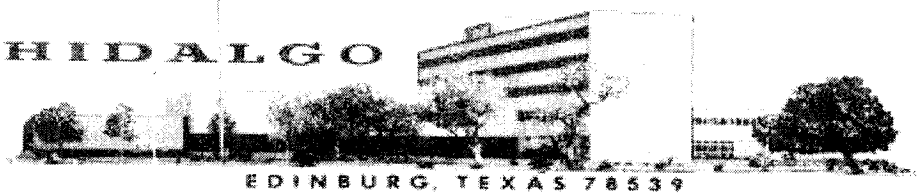
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 09:21 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2010 07:39 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:02 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:43 PM	APRV

Form Started By: Josie Escalante Started On: 08/17/2010 09:03 AM

Final Approval Date: 08/20/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 07/20/10

TO: Josie Escalante

DEPARTMENT: Health Department

FROM: Peggy Young Peg

PHONE: (956) 318-2511 ext. 4621

REFERENCE: Final travel for Luis Galvan

THE FOLLOWING DOCUMENT (S), i.e. ***Final Travel*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.

[ ] NEEDS APPROVAL

[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:

[ ] OTHER:

[x] COMMENTS / RECOMMENDATION: Since approval from the Budget department was not obtained prior to travel, this must go through commissioners court as a claim. *

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

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.

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

P# 641487

2010 JUL 13 PM 4 61

EMPLOYEE NAME : Luis Galvan — DEPARTMENT: Health & Human Services

TRAVEL TO CITY : Harlingen — STATE: Texas

DEPARTURE DATE: 6/23/2010 — RETURN DATE: 6/24/2010

TIME OF DEPARTURE: 7:00 AM — TIME OF RETURN: 5:00 PM

PURPOSE OF TRIP : Attend the Hurrican Conference

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

	DATES OF TRAVEL FOR YEAR						2010
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	6/23	6/24	6/25	6/26	6/27	6/28	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.585	-
NOTE: Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. 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	25.00						25.00
MEALS (based upon actual charges)		NOTE: When traveling out of state and claiming actual meal expense, receipts must be provided for all days of travel. If not, the amount will be based on the $30 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:							

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	$ 25.00
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 25.00
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.

EMPLOYEE SIGNATURE — DATE: 7-8-10

APPROVED BY: Elyando Ramos, DIVISION DIRECTOR/SUPERVISOR — DATE: 7/12/10

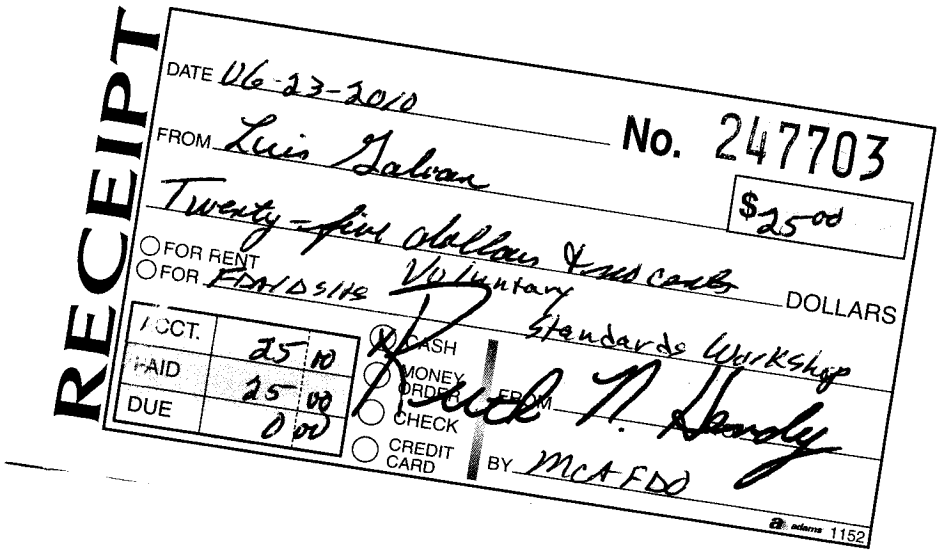
APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

0-1100-441-00-340-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T-4 (8/08)

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

2010 JUL 13 PM 4 02



RECEIPT

DATE 06-23-2010 No. 247703

FROM Luis Galvan $25.00

Twenty-five dollars and zero cents DOLLARS

○ FOR RENT
○ FOR FDAD SITE Voluntary Standards Workshop

ACCT.	25 00
PAID	25 00
DUE	0 00

● CASH
○ MONEY ORDER
○ CHECK
○ CREDIT CARD

FROM Zach N. Hardy

BY MCAFDD

adams 1152

TEXAS
Department of
State Health Services

Food Establishments Group

2010 JUL 13 PM 4 32

This is to Certify that

[redacted]

Has Successfully Completed

VOLUNTARY RETAIL FOOD STANDARDS WORKSHOP

HARLINGEN, TEXAS
JULY 23-24, 2010

Contact Hours: 12

Deborah L. Marlow, R.S.

Manager, Food Establishments Group

Thursday, June 24, 2010
Pre-Standardization Workshop

8:30-9:00	Overview of the Retail Food Standardization Process	Hendy
9:00-9:30	Menu Review	Hendy
9:30-10:30	Risk Based Inspections	Collins
10:30-10:45	**BREAK**	
10:45-11:45	Flow Charting (incl. exercises)	Hendy
11:45-12:45	**LUNCH**	
12:45-1:45	Risk Control Plans (incl. exercises)	Collins
1:45-2:00	Field Verification of HACCP Plans	Collins
2:00-2:15	**BREAK**	
2:15-3:00	Communicating with the PIC	Hendy
3:00-3:30	Scoring the Standardization Exercises	Collins
3:30-4:00	Wrap-Up and Certificates	Hendy
4:00	Adjourn	

Course Facilitators

Linda Collins, R.S.
Regional Food Specialist
Food and Drug Administration
SW Region
4040 N. Central Expy, Suite 900
Dallas, Texas 75204
Phone: 214-253-4945
Email: Linda.collins@fda.hhs.gov

Ruth Hendy, R.S.
Training Officer
Texas Dept. State Health Services
8407 Wall Street
Austin, Texas 78754
Phone: 512-834-6753
Fax: 512-834-6683
Email:
ruth.hendy@dshs.state.tx.us

FDA Voluntary National Retail Food Regulatory Program Standards - Standard #2, Training Plan PreStandardization Workshop Harlingen, Texas June 23-24, 2010

Wednesday June 23, 2010
Standard # 2 – Establishing a Training Plan

8:30 – 9:00	Registration	
9:00 – 9:30	Introductions and Course Objectives FDA and State Role in Food Safety	Collins
9:30-10:00	Overview of the FDA Voluntary National Retail Food Regulatory Program Standards	Hendy
10:00-10:15	Development of the *Conference for Food Protection (CFP) Field Training Manual for Regulatory Retail Food Safety Inspection Officers*	Hendy
10:15-10:30	**BREAK**	
10:30-11:15	How the CFP Field Training Manual fits into *Standard 2 – Trained Regulatory Staff, FDA Voluntary National Retail Food Regulatory Program Standards*	Hendy
	Pre-Requisite curriculum before conducting independent foodservice/retail food inspections - Use/Access to FDA ORA U - Alternative Curriculums	Collins
	Review the Components of the CFP Field Training Manual. - Step-By-Step Procedures for Establishing a training program - Training Plan - Training Methods - Training Logs - Establishment Training Records - Field Training Worksheets	Hendy
11:15 – 11:45	Using the Electronic Version of the CFP *Field Training Manual Forms* – Word Form Format	Collins
11:45 – 12:45	**LUNCH**	

Purchase Order

COUNTY OF HIDALGO

PO#: 641487

DATE: 06/11/10

JUN 14 2010

VENDOR: 320064

REQ:00177108

Email:

Phone:

GALVAN, LUIS
C/O HEALTH DEPT

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: HEALTH DEPARTMENT
Contract No:

Special Instructions:

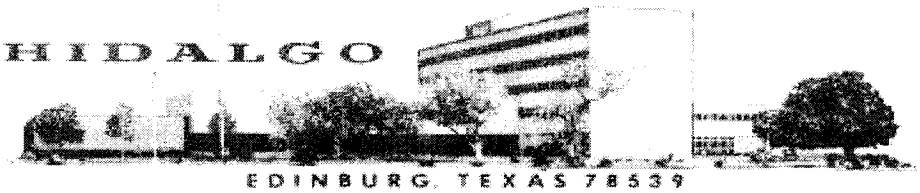
VENDOR NOTES

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	REGISTRATION FOR WORKSHOP -DSHS- VOUNTARY STANDARDS DSHS REGION 11, HARLINGEN ,TEXAS	25.00	25.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		25.00
		**********		
		For Hidalgo County use only		
		0-1100-441-00-340-001-0-584 25.00		
		Approved		

Authorized by: Martha L. Salazar

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 07/20/10

TO: Josie Escalante

DEPARTMENT: Health Department

FROM: Peggy Young

PHONE: (956) 318-2511 ext. 4621

REFERENCE: Final travel for Ruben Hernandez

THE FOLLOWING DOCUMENT (S), i.e. ***Final Travel*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.

[ ] NEEDS APPROVAL

[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[ ] NEEDS ADDITIONAL DOCUMENTATION i.e.,:

[ ] OTHER:

[x] COMMENTS / RECOMMENDATION: Since approval from the Budget department was not obtained prior to travel, this must go through commissioners court as a claim.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

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.

HIDALGO COUNTY, TEXAS PO# 304301

OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

2010 JUL 13 PM 4 02

EMPLOYEE NAME: Ruben Hernandez | DEPARTMENT: Health & Human Services

TRAVEL TO CITY: Harlingen | STATE: Texas

DEPARTURE DATE: 6/23/2010 | RETURN DATE: 6/24/2010

TIME OF DEPARTURE: 7:00 AM | TIME OF RETURN: 5:00 PM

PURPOSE OF TRIP: Attend the Hurrican Conference

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

	DATES OF TRAVEL FOR YEAR						2010
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
DESCRIPTION OF TRIP	6/23	6/24	6/25	6/26	6/27	6/28	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.585	-
NOTE: Mileage is calculated on a point-to-point basis using the Texas Mileage Guide, plus reasonable incidental travel. 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	25.00						25.00
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expense, receipts must be provided for all days of travel. If not reimbursement 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:							

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	$ 25.00
AMOUNTS ADVANCED TO EMPLOYEE ON :	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 25.00
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.

EMPLOYEE SIGNATURE — DATE: 7-12-10

APPROVED BY: Eliazar Ramos — DIVISION DIRECTOR/SUPERVISOR — DATE: 7/13/10

APPROVED FOR PAYMENT BY: — DEPARTMENT HEAD

0-1100-441-00-340-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T-4 (8/08)

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

2010 JUL 13 PM 4 02

RECEIPT

DATE 06-23-2010 No. 247702

FROM Ruben Hernandez $25.00

Twenty-five dollars & cents DOLLARS

○ FOR RENT
○ FOR FSA/OSHS Voluntary Standards Workshop

ACCT.	25 00
PAID	25 00
DUE	0 00

☒ CASH
○ MONEY ORDER
○ CHECK
○ CREDIT CARD

FROM Ruth N. Hendy

BY MCAFEE

adams 1152

FDA Voluntary National Retail Food Regulatory Program Standards – Standard #2, Training Plan PreStandardization Workshop Harlingen, Texas June 23-24, 2010

Wednesday June 23, 2010
Standard # 2 – Establishing a Training Plan

8:30 – 9:00	Registration	
9:00 – 9:30	Introductions and Course Objectives FDA and State Role in Food Safety	Collins
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10:15-10:30	**BREAK**	
10:30-11:15	How the CFP Field Training Manual fits into *Standard 2 – Trained Regulatory Staff, FDA Voluntary National Retail Food Regulatory Program Standards*	Hendy
	Pre-Requisite curriculum before conducting independent foodservice/retail food inspections - Use/Access to FDA ORA U - Alternative Curriculums	Collins
	Review the Components of the CFP Field Training Manual. - Step-By-Step Procedures for Establishing a training program - Training Plan - Training Methods - Training Logs - Establishment Training Records - Field Training Worksheets	Hendy
11:15 – 11:45	Using the Electronic Version of the CFP *Field Training Manual Forms* – Word Form Format	Collins
11:45 – 12:45	**LUNCH**	

Thursday, June 24, 2010
Pre-Standardization Workshop

2010 JUL 13 PM 4 02

8:30-9:00	Overview of the Retail Food Standardization Process	Hendy
9:00-9:30	Menu Review	Hendy
9:30-10:30	Risk Based Inspections	Collins
10:30-10:45	**BREAK**	
10:45-11:45	Flow Charting (incl. exercises)	Hendy
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2:00-2:15	**BREAK**	
2:15-3:00	Communicating with the PIC	Hendy
3:00-3:30	Scoring the Standardization Exercises	Collins
3:30-4:00	Wrap-Up and Certificates	Hendy
4:00	Adjourn	

Course Facilitators

Linda Collins, R.S.
Regional Food Specialist
Food and Drug Administration
SW Region
4040 N. Central Expy, Suite 900
Dallas, Texas 75204
Phone: 214-253-4945
Email: Linda.collins@fda.hhs.gov

Ruth Hendy, R.S.
Training Officer
Texas Dept. State Health Services
8407 Wall Street
Austin, Texas 78754
Phone: 512-834-6753
Fax: 512-834-6683
Email:
ruth.hendy@dshs.state.tx.us

TEXAS
Department of
State Health Services

Food Establishments Group

This is to Certify that

Ruben Hernandez

Has Successfully Completed

VOLUNTARY RETAIL FOOD STANDARDS WORKSHOP

HARLINGEN, TEXAS
JULY 23-24, 2010

Contact Hours: 12

Deborah L. Marlow, R.S.

Manager, Food Establishments Group

Purchase Order
COUNTY OF HIDALGO

PO#: 641489

DATE: 06/11/10

2010 JUL 14 PM 4 02

VENDOR: 304301

REQ:00177109

Email:

Phone:

HERNANDEZ, RUBEN
C/O HEALTH DEPARTMENT

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: HEALTH DEPARTMENT
Contract No:

Special Instructions:

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	REGISTRATION FOR FDA-DSHS-VOLUNTARY STANDARDS WORKSHOP JUNE 23,24, 2010 DSHS REGION 11 HARLINGEN,TEXAS	25.00	25.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		25.00
		**********		
		For Hidalgo County use only		
		0-1100-441-00-340-001-0-584 25.00		
		Approved		

Authorized by: Martha L. Salazar

AI-22542 **16.D.**

Approval to apply - Cancer Prevention & Research Institute of Texas Grant

CC REGULAR

Date:	08/24/2010		
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.		
Submitted For:	Eddie Olivarez		
Department:	HEALTH & HUMAN SERVICES DEPT.		
Agenda Category:	Health & Human Services Dept.	**Sub-category:**	Health & Human Services Dept.

Information

CAPTION

1. Authorization and Approval to apply for the Cancer Prevention & Research Institute of Texas Evidence-Based Primary Prevention, Early Detection, and Survivorship Services Grant and the Cancer Prevention Microgrants.

2. Requesting authorization for HCHHS Chief Administrative Officer to sign application and assurances to submit application on a timely manner.

BACKGROUND

Applications are to be submitted via CPRIT Application Receipt System (CARS). Deadline for the applications submission is September 21, 2010.

Anticipated start date is February/March 2011 for 24 month period.

The proposed budget will include expenses relating to personnel, fringe benefits, travel, equipment, supplies, primary prevention, early detection and survivorship services for the following cancer types: breast, cervical& colorectal cancer, and other expenses related to the grant.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to apply for grant.

Attachments

Link: Template for CPRIT Grant

Link: Template for Responding

Link: Evidence Based Prevention RFA

Link: Microgrant RFA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 09:01 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2010 08:09 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:04 PM	APRV
4	Mike Escaname		08/20/2010 05:29 PM	NEW

Form Started By: Josie Escalante

Started On: 08/17/2010 08:30 AM

Final Approval Date: 08/20/2010

Template for Responding to CPRIT Application
Cancer Prevention Microgrants

Deadline: September 21, 2010, 3 p.m.
Must apply online at: https://CPRITGrants.org
Up to $150,000 over two years

Focus:
Applicants may propose programs in the area of: (A) tobacco prevention and control or (B) increasing delivery of primary preventive services and screening for breast, cervical, and colorectal cancers. Please see RFA for specifics and examples.

4.2.1. Application Signing Official (ASO) Requirement
In addition to the PD, an ASO (a person authorized to sign for the organization) must create a user account in CARS. If the same person serves as both PD and ASO, a separate account must be set up for **each** role. An application may not be submitted without ASO approval.

4.2.2. Abstract and Significance (5,000 characters)
Clearly explain the problem(s) to be addressed and the approach(es) to the solution. The required abstract format is as follows:

- Need: Include a description of need in the specific service area. Include rates (e.g., incidence of targeted cancer, mortality, and screening) in the service area compared to overall Texas rates. Describe barriers, plans to overcome these barriers, and target population to be served.
- Overall project strategy: Describe the project and how it will address the identified need. Clearly explain what the project is and what it will specifically do. For example, summarize the program/services to be provided, the process/system for delivery of the program/services and outreach to the targeted population, components of the project, and the like.
- Specific goals/aims: State very specifically what you intend to achieve through your proposed project (e.g., "Strategies to overcome the barriers to screening services will improve screening rates"). Include the estimated number of people reached/contacted and served (e.g., actually educated or trained).
- Innovation: Describe the innovative components of the proposed project. How does it differ from or improve upon the current program or services being provided?
- Significance and impact: Address how the proposed project, if successful, will have a unique and major impact on cancer prevention and control for the population proposed to be served and for the State of Texas in general.

Hint: Write the abstract after you have completed the other narrative sections.

4.2.3. Layperson Summary (3,000 characters)
Describe, in very simple and nontechnical terms:

- the overall goals of the proposed work
- the type of cancer addressed
- the potential significance of the results, and
- the impact the work would have on cancer prevention and control.

Note: The information provided in this summary will be made publicly available by CPRIT, particularly if the application is recommended for funding. Do not include any proprietary information.

4.2.4. Project Plan (15 pages maximum; fewer pages permissible)

Background:

- Briefly present the rationale behind the proposed service, emphasizing the critical barriers to current tobacco use prevention and control or delivery of primary preventive and screening services that will be addressed
- Baseline data: Baseline data (e.g., tobacco use or, screening and detection rates, and stage at diagnosis for breast, cervical or colorectal cancers) for the target population and target service area are required.
- Clearly demonstrate the ability to implement the policy and/or system change and the ability to provide the proposed service. (For example, do facilities have appropriate certifications, equipment, and staff available?)
- Describe how results will be an improvement over baseline.
- Clearly demonstrate the ability to reach the target population.
- Explain how the proposed program is nonduplicative.

Specific Aims:

- Concisely state the specific goals of the proposed project that will be pursued.
- Clearly describe the target population, including expected numbers of persons to be reached or affected at each level of services (e.g., number of persons reached by policy change, number of persons who stopped smoking, number of persons actually screened). Keep in mind the number of people served as it relates to the cost of the program.
- Describe the target population as it relates to being a priority population, including, but not limited to, their specific barriers and needs and describe approaches for overcoming those barriers.

  Priority populations for CPRIT are those disproportionately affected by cancer. They include, but are not limited to:
  - Underinsured and uninsured individuals;
  - Geographically or culturally isolated populations (especially in rural areas);
  - Medically unserved or underserved populations;
  - Any populations with low screening rates, high incidence rates, and high mortality rates (see RFA for examples).

- Projects should demonstrate knowledge of current system barriers of care delivery and/or policies and propose novel strategies to address/change the current system of delivery of services and/or policies that will result in greatly improved outcomes over the current baseline.
- Demonstrate how this length of time is appropriate in order to to accomplish the objectives and desired outcomes.
- Discuss any plans to sustain the project beyond the funded timeframe.

Components of the Project:

- Clearly describe all components and strategies of the project.
- Provide a plan to integrate multiple processes and components in order to provide seamless comprehensive prevention services to the target population.
- Provide a description of the overall project strategy as well as strategies for specific components, potential problems, barriers to achieving the goals, and alternative approaches.
- Explain how the proposed strategies and services address an important problem in cancer prevention and control from an organizational/systemic perspective as well as that of targeted population.
- Explain how the program is innovative and original, while being based on evidence and theory.
- Explain how the program leverages resources available through the partnership (e.g., negotiating for low-cost or pro bono services or in-kind support including staffing; leveraging and complementing other State, Federal, and nonprofit grants; and leveraging resources to maximize the reach of the services proposed).
- Explain how the collaborative effort will provide greater impact on cancer prevention and control than each individual organization's effort separately.
- Describe the personnel on the proposed project activities as it relates to the organization's ability to implement the project and effect any needed system/policy changes, provide the proposed program, and evaluate the project.
- If applicable, explain how case management and referral to treatment will be provided for those diagnosed with cancer.

Evaluation Strategy:

- Describe the impact on ultimate outcome measures (e.g., decrease in health problems related to smoking; reduction of cancer incidence, mortality, and morbidity) and interim outcome measures (e.g., increase in the number of individuals who stopped smoking, decrease in the number of persons exposed to second-hand smoke, increase in the proportion of individuals receiving cancer screening) as outlined in Section 2.2.2, including data collection and management methods, statistical analyses, and anticipated results.
- Describe how the expected changes impact the ultimate outcomes and/or are clinically significant
- Describe how you will assess the project's success as related to policy and system changes and target population outcomes
- Provide clear baseline data for the target population or, if none exist, provide clear plans to collect baseline data at the beginning of the proposed project.
- Provide a clear plan for data collection and management, statistical analyses, and interpretation of results
- Identify the professional who will head the evaluation & reporting components of this project. This person should have demonstrated expertise in the field, and applicants should budget accordingly for this activity.

- Describe any plans to disseminate the results of the project – including whether or not the program is replicable.

Note: Outcome measures should include, **but are not limited to**, the following.

For tobacco prevention and control (depending on the project)

- Estimated number of people affected by successful adoption of smoke/tobacco-free policies in the community (city, public, and private organizations);
- Increase over baseline in the number of persons taking advantage of age-appropriate preventive services (e.g., number enrolled in smoking cessation programs);
- Qualitative assessment of processes, system improvements, and their effectiveness in improving delivery of preventive services to the target population.

For increasing delivery of screening and primary prevention services

- Increase over baseline in the number of underserved, eligible men and women in a defined service area receiving primary preventive, screening, or diagnostic services; case management; or other evidence-based, age-appropriate preventive services;
- Qualitative assessment of processes, system improvements, and their effectiveness on provision of preventive services to the target population.

4.2.5. Additional Documents and Information

Budget and Justification

Provide a brief outline and justification of the budget for the entire proposed period of support, including salaries and benefits, supplies, equipment, and other expenses.

Project Timeline

Include the major milestones, deliverables, and dates.

Note: Be sure that the proposed objectives and activities are feasible within the duration of the award

References

Provide a concise and relevant list of references cited for the application.

Note: The successful applicant will provide referenced evidence of need and literature support for the proposed project.

Current and Pending Support – use template provided

List, if applicable, all current and pending awards/grants from State, Federal, nonprofit, and other sources that would extend or complement the proposed project.

Letters of Support

Provide letters of support from community organizations, key faculty, or any other component essential to the success of the program.

Biographical Sketches

- Provide a biographical sketch for the PD that describes his or her education and training, professional experience, awards and honors, and publications and/or involvement in health education programs relevant to cancer prevention and/or service delivery.
- Provide a biographical sketch for the evaluation professional.
- Up to three additional biographical sketches for key personnel may be provided.

Note: Each biographical sketch must not exceed two (2) pages.

Applications that are missing one or more components; exceed the specified page, word, or budget limits; or do not meet the eligibility requirements will be administratively rejected without review.

Template for CPRIT Application:
Evidence Based Primary Prevention, Early Detection, and Survivorship Services

Deadline: September 21, 2010, 3 p.m.
Must apply online at: https://CPRITGrants.org
Applicants may request up to a maximum of $1 million in total funding over a maximum of 24 months.

3.2.2. Abstract & Significance (5,000 characters) – Text field in online app
Hint: Write the abstract after you have completed the other narrative sections.

- Clearly explain the problem(s)/need to be addressed.
- Describe the approach(es) to be utilized in addressing the problem(s), including a description of the collaborative project. Explain how this approach will overcome barriers to the provision of services.
- Clearly explain why the collaborative approach is stronger/better than the single institution approach.
- Clearly outline the goals and/or specific aims of the program, the population that will be served, estimated number of individuals served, and specific services that will be provided as a part of the program.

3.2.3. Layperson Summary (3,000 characters) – Text field in online app
Provide a layperson's summary of the proposed work. Describe, in very simple, non-technical terms, the overall goals of the proposed work, the type of cancer addressed, the potential significance of the results, and the impact the work would have on cancer prevention and control (Do not include any proprietary).

- Clearly address how the proposed project/services, if successful, will have a unique and major impact on the field of cancer prevention and control and reduction of incidence, mortality, and/or morbidity.
- Describe how the funds from this grant will greatly improve outcomes for Texans compared to the current services being provided.

3.2.4. Project Plan Narrative (15 page max & can be under 15 pages) – Write in Word
Background:

- Briefly present the rationale behind the proposed service, emphasizing the critical *barrier to service delivery* that will be addressed.
- Baseline data: Baseline data (e.g., analyses of barriers, screening and detection rates, stage at diagnosis) for the target population and target service area are required. If you are proposing provision of services to previously unserved population and do not have baseline data, please contact the CPRIT Prevention Review Office for clarifications and guidance on accepted baseline.
- Clearly demonstrate the ability to provide the proposed service. (For example, do facilities have appropriate certifications, equipment, and staff available?)

- Describe the target population. Cite demographics, as well as heterogeneity and/or homogeneity of the groups with regard to each specific group's cancer prevention and control needs. Be sure to note demographics that indicate if the target group is one of CPRIT's priority populations.

    Priority populations are those disproportionately affected by cancer. They include but are not limited to: (a) Underinsured and uninsured individuals; (b) geographically or culturally isolated populations (such as in rural areas); (c) medically unserved or underserved populations; (d) any populations with low screening rates, high incidence rates, and high mortality rates (see RFA for details).

- Clearly demonstrate the ability to reach the target population.
- Explain how the proposed program is nonduplicative. That is, does the program address known gaps in prevention services and avoid duplication of effort?

Specific Aims/Goals (Goals & Objectives):

- Concisely state the specific goals and objectives of the proposed project that will be pursued and the role and contribution of each partnering organization in the project goals.
- Clearly describe the target population including numbers to be served.
- Projects should demonstrate knowledge of current system barriers and approaches and propose novel strategies to address/change the system that will result in greatly improved outcomes over the current baseline.
- Explain how the proposed project supports desired organizational and system outcomes.

Components of the Project:

- Clearly describe all components and strategies of the project, and provide a plan to integrate multiple processes and components in order to provide seamless comprehensive prevention services to the target population.
- Clearly describe the role of the each partnering organization for specific components of the project and a plan to integrate multiple partnering organization processes in a seamless system of preventive care delivery to targeted population.
- Explain how the proposed strategies and services address an important problem in cancer prevention and control from an organizational/systemic perspective as well as that of targeted population.
- Explain how the program is innovative and original, while being based on evidence and theory.
- Explain how the collaborative effort will provide greater impact on cancer prevention and control than each individual organization's effort separately.
- Explain how the program leverages resources available through the partnership (e.g., negotiating for low-cost or pro bono services or in-kind support including staffing;

leveraging and complementing other State, Federal, and nonprofit grants; and leveraging resources to maximize the reach of the services proposed).
- Explain how the program is culturally sensitive to the target population.
- Explain how case management and referral to treatment will be provided for those diagnosed with cancer.

Evaluation Strategy:

- Describe the impact on ultimate outcome measures (e.g., reduction of cancer incidence, mortality, or morbidity) and interim outcome measures (e.g., increase in the proportion of individuals receiving cancer screening) as outlined in Section 3.2.2, including data collection and management methods, statistical analyses, anticipated results, potential problems, barriers to achieving the goals, and alternative approaches.
- Identify the professional who will head the evaluation & reporting components of this project. This person should have demonstrated expertise in the field, and applicants should budget accordingly for this activity.

Evaluation components **should include** (but are not limited to) the following:

<u>Organizational/System Outcomes</u>

- Qualitative analysis of the identified barriers to the provision of comprehensive preventive services that include target population barriers as well health system barriers;
- Qualitative analysis of specific process(es) implemented to address the identified barriers and their effectiveness in doing so (include target population barriers as well health system barriers); and
- Formative and summative evaluation of processes, system improvements, and their effectiveness on provision of comprehensive preventive services to the target population.

<u>Target Population Health Outcomes</u>

For Health Education Services

- Increase over baseline of priority populations who utilize proposed preventive measures after participating in the educational program.
- In addition, interim measures may include the following:
    - Increase over baseline of persons appropriately counseled about health
    - behaviors and evidence-based screening guidelines;
    - Increase over baseline of persons discussing the pros and cons of screening for cancer with their healthcare provider; and
    - Increase over baseline of persons who access cancer survivorship services.

For Screening Services

- Percentage of increase over baseline in provision of age-appropriate, comprehensive preventive services to eligible men and women in a defined service area, in particular:
    - Underinsured and uninsured individuals age 50 years and older who have never been screened for colorectal cancer;
    - Women who have never been screened for cervical cancer or have not been screened in the past 5 years; and
    - Women age 40 years and older who have not received a screening mammogram within the past 5 years.
- Percentage of increase over baseline in stage of cancers detected and diagnosed at earlier stages in a defined service area.

For Case Management Services

- For those in need of further diagnostic testing: Percentage of increase over baseline in provision of (suspected cancer type appropriate) counseling regarding diagnostic options, and navigation through system for followup diagnostic procedures;
- For those diagnosed with cancer: Percentage of increase over baseline in provision of (cancer type and stage appropriate) counseling regarding treatment options and navigation through the system for referral to treatment.

For Survivorship Services

- Percentage of increase over baseline in provision of survivorship services in a defined service area;
- Percentage of increase over baseline in improvement in quality-of-life measures, using a validated quality-of-life instrument (e.g., FACT-G, Zebrack Impact of Cancer Scale, SF-12, SF-36, or QLACS, etc.)
- Percentage of people reporting sustained behavior change (e.g., for diet and physical activity)

Applications that are missing one or more of the components (see p. 14-15 of RFA for list of required components); exceed the specified page, word, or budget limits; or do not meet the eligibility requirements will be administratively rejected without review.

CONTACT INFORMATION

6.1. HelpDesk

HelpDesk support is available for questions regarding user registration and online submission of applications. Queries submitted via e-mail will be answered within 1 business day. HelpDesk staff are not in a position to answer questions regarding the scope and focus of applications.

Dates of Operation: July 1, 2010 to September 21, 2010
Hours of Operation: 8 a.m. – 5 p.m. Central Time
Tel: 866-973-6661
E-mail: PreventionHelp@CPRITGrants.org

6.2. Program Questions

Questions regarding the CPRIT program, including questions regarding this or other funding opportunities, should be directed to the CPRIT Prevention Review Office:
Tel: 512-305-8422
E-mail: PreventionHelp@CPRITGrants.org
Web: www.cprit.state.tx.us



CANCER PREVENTION & RESEARCH INSTITUTE OF TEXAS

REQUEST FOR APPLICATIONS

RFA P-11-EBP1

Evidence-Based Primary Prevention, Early Detection, and Survivorship Services

2011

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1. ABOUT CPRIT

In 2007, the State of Texas established the Cancer Prevention and Research Institute of Texas (CPRIT) by constitutional amendment. CPRIT began operations in 2009. CPRIT may issue $3 billion in general obligation bonds over 10 years to fund grants for cancer research and prevention.

CPRIT is charged by the Texas Legislature to:

- Create and expedite innovation in the area of cancer research, thereby enhancing the potential for a medical or scientific breakthrough in the prevention of cancer and cures for cancer;
- Attract, create, or expand research capabilities of public or private institutions of higher education and other public or private entities that will promote a substantial increase in cancer research and in the creation of high-quality new jobs in this State; and
- Continue to develop and implement the Texas Cancer Plan by promoting the development and coordination of effective and efficient statewide public and private policies, programs, and services related to cancer and by encouraging cooperative, comprehensive, and complementary planning among the public, private, and volunteer sectors involved in cancer prevention, detection, treatment, and research.

2. FUNDING OPPORTUNITY DESCRIPTION

2.1. Summary

Several types of cancer can be prevented, and the prospects for surviving cancer continue to improve. CPRIT will foster prevention of cancer in Texas by providing financial support for a wide variety of projects relevant to cancer prevention, risk reduction, early detection, and survivorship. This RFA solicits applications for relatively short-term projects (up to 24 months) that will deliver at least one of the following services: Primary cancer prevention (e.g., vaccine-conferred immunity, healthy diet, alcohol misuse, physical activity, sun protection); early detection/screening for breast, cervical, and/or colorectal cancer; or survivorship services (e.g., physical rehabilitation/therapy, psychosocial interventions, navigation services, palliative care).

Comprehensive projects are preferred and encouraged. Comprehensive projects would include a continuum of services and system and/or policy changes and would comprise all or some of

the following: Public and/or professional education and training, patient support of behavior modification, outreach, delivery of prevention and screening services, follow-up navigation, and survivorship services. These projects would provide education, outreach, and clinical services that are based on scientific evidence of their effectiveness in prevention of cancer. However, CPRIT seeks to fund innovative ways of delivering evidence-based programs and services that go beyond simply increasing numbers for screening/services to improving systems and cost efficiencies by addressing needed system change or improvements.

This RFA encourages traditional and nontraditional partnerships as well as leveraging of existing resources and dollars from other sources. CPRIT expects measurable outcomes of supported activities, such as a significant increase over baseline (for the proposed service area) in the provision of primary prevention services, screening, and survivorship services; changes in provider practice; systems change; and cost effectiveness. Applicants must demonstrate how these outcomes will ultimately impact incidence, mortality, morbidity, or quality of life.

2.2. Program Objectives

Background: Cancer is the second leading cause of death in the United States and Texas. It is estimated that 104,141 Texans will be diagnosed with cancer and 37,984 Texans will die of cancer during 2010. The risk of developing many cancers can be reduced by personal behavior changes (e.g., smoking cessation, improved nutrition, and increased physical activity). Some cancers can be prevented if tissue changes are detected early and the tissues are removed at a precancerous stage (e.g., precancerous colon polyps or precancerous changes in cervical tissue). Research has shown that several types of cancer can be "cured" if detected during early stages of development and treated promptly and appropriately. Other cancers can be controlled for many years with appropriate treatment and support services.

Scope: The ultimate goals of this program are to reduce overall cancer incidence and mortality and to improve the lives of individuals who have survived or are living with cancer. The ability to reduce cancer death rates depends, in part, on the application of currently available evidence-based strategies. However, CPRIT is seeking unique projects and partnerships that will apply these evidence-based programs and services in new ways in Texas in order to increase current

rates of recruitment to screening, provision of services, and cancer detection, thereby leading to an increase in survival rates.

Specifically, CPRIT seeks to fund projects that will:

- Address multiple components of the cancer prevention and control continuum (e.g., provision of screening services in conjunction with outreach and education of the targeted population as well as their primary healthcare providers);
- Offer effective and efficient systems of delivery of prevention services based on the existing body of knowledge about and evidence for cancer prevention in ways that far exceed current performance in a given service area (e.g., partnering with other organizations to overcome barriers in order to make delivery systems more efficient and accessible to the target population);
- Offer system and/or policy changes that are sustainable over time (e.g., development of processes such as reminder systems to increase screening rates and adoption of worksite policies supporting screening);
- Provide tailored, culturally appropriate outreach and accurate information on early detection, prevention, and survivorship to the public and/or healthcare professionals that result in a health impact that can be measured; and/or
- Deliver evidence-based survivorship services aimed at reducing the after-effects of cancer diagnosis and treatment.

2.3. Award Description

The **Evidence-Based Primary Prevention, Early Detection, and Survivorship Services** award mechanism seeks to fund services and programs that challenge the status quo in cancer prevention and control programs and services in Texas. More specifically:

- The program should demonstrate innovation in the delivery of services, going beyond increasing numbers for screening/services but also to improving efficiencies and cost/benefit ratios by addressing any needed system change and/or improvement.
- It will be critical for the funded program to demonstrate measurable outcomes that have the potential to ultimately reduce cancer incidence, mortality, or morbidity.
- The proposed program should strive to reach and serve as many people as possible. The budget should be proportional to the number of individuals served.

- Partnerships with other organizations that can support and leverage resources are encouraged. In particular, CPRIT encourages smaller not-for-profit or community-based organizations that may not have sufficient internal resources/expertise for evaluation to partner with academic institutions or other organizations/persons that can provide expertise and support in application preparation as well as outcome analyses.

Under this RFA, CPRIT will *not* consider:

- Tobacco cessation services. Lung cancer as well as other cancers has been linked to tobacco use and reducing tobacco use will prevent not only deaths from cancer but from other diseases as well. For this cycle of RFAs, CPRIT will support projects addressing policy and systems change (See Cancer Prevention Microgrant RFA) and professional and public education (See Health Promotion, Education and Training for Public and Health Care Professional Audiences) and not the delivery of tobacco cessation program services.
- Projects focusing solely on education and/or outreach. Such projects may be submitted under the Health Promotion, Education, and Training for Public and Health Care Professional Audiences RFA.
- Treatment of cancer. While education on treatment options and access to treatment are important in reducing mortality from cancer, this award mechanism *will not address treatment of cancer*. However, applicants offering screening services *must* ensure that there is access to treatment services for patients with cancers that are detected. Case management/patient navigation services are allowed under this mechanism.
- Prevention research. Research will not be funded through this award mechanism. Applicants interested in research should review CPRIT's research RFAs (available at www.cprit.state.tx.us). Refer to the Centers for Disease Control and Prevention's document titled "Guidelines for Defining Public Health Research and Public Health Non-Research" as guidance in defining prevention research and non-research (http://www.cdc.gov/od/science/regs/hrpp/researchDefinition.htm).

2.3.1. Required Services

CPRIT requires applicants to deliver services in at least one of the following cancer prevention and control areas (see Section 2.3.2 for additional details):

- Primary prevention (e.g., vaccine-conferred immunity, healthy diet, alcohol misuse, physical activity, sun protection)
- Early detection and screening services (e.g., mammography, colonoscopy, Pap test); or
- Survivorship services (e.g., physical rehabilitation/therapy, psychosocial interventions, navigation services, palliative care).

Although applicants are required to provide services in one area, they are encouraged to conceptualize comprehensive projects combining more than one service and adding other components that would increase desired outcomes (e.g., increase delivery of services, increase primary health care provider recommendations and referrals to screening services). The proportion of the budget allocated to providing direct services will be a consideration when applications are evaluated.

2.3.2. Priority Areas

While all applications responsive to this RFA will be considered, special consideration for funding will be given to applications that focus on the following priority areas: Types of cancer, underserved target populations, and geographic regions of the State with higher incidence and mortality rates as well as geographic regions of the State with higher prevalence of cancer risk factors (e.g., obesity, alcohol misuse, unhealthy diet, and sedentary lifestyle).

Types of Cancer: CPRIT encourages applicants to address critical needs in cancer prevention and early detection for one or more of the following cancer types:

- Breast cancer;
- Cervical cancer; or
- Colorectal cancer

Target Populations: Priority populations, or subgroups disproportionately affected by cancer, are the primary focus for CPRIT-funded prevention services. Priority populations include, but are not limited to:

- Underinsured and uninsured individuals;
- Geographically or culturally isolated populations;
- Medically unserved or underserved populations;

- Any populations with low screening rates, high incidence rates, and high mortality rates, specifically:
    - Underinsured and uninsured individuals age 50 and older who have never been screened for colorectal cancer;
    - Women who have never been screened for cervical cancer or have not been screened in the past 5 years; and
    - Women age 40 and older who are not already receiving regular mammograms or have not received a mammogram within the past 5 years.

Geographic Regions: CPRIT will place priority on applications that address the needs of people in rural areas of the State. In terms of overall incidence and mortality in the State, rural counties in Texas have a greater cancer burden than their urban counterparts. Other geographic areas with high incidence of cancer, high cancer mortality, or high prevalence of cancer risk factors will also be a priority.

2.3.3. Specific Areas of Interest

CPRIT has identified the following areas of interest for this cycle of awards based on analysis of need and disparities in Texas:

Preventive Services

Priority will be given to projects that can positively influence local policy or systems change that can lead to sustainable change in desired health behaviors. Projects may address local policy or systems change (e.g., change in health care systems, worksites, schools, etc.). In this RFA, CPRIT is seeking comprehensive projects that address systems/policy change and also deliver a service to the public. Projects focusing solely on public health education should refer to the Health Promotion, Education and Training for Public and Health Care Professional Audiences RFA.

Screening and Early Detection Services

Colorectal Cancer

- Increasing screening/detection rates in North and East Texas. The highest rates of cancer incidence are found in East Texas, while the highest mortality rates are found in East and North Texas.
- Increasing disparities in racial/ethnic populations and rural communities:

- African Americans have the highest incidence and mortality rates, followed by non-Hispanic whites and Hispanics.
- Incidence and mortality rates are higher in rural counties compared to urban counties.

Breast Cancer

- Increasing screening/detection rates in non-Hispanic white and Hispanic women along the Texas–Mexico border. These women have higher mortality rates than non-Hispanic whites and Hispanics in non-border counties.
- Increasing screening/detection rates in rural and medically underserved areas of the State. If addressing breast cancer in urban areas, reaching women who are not receiving regular mammograms or have not been screened in the last 5 years.

Cervical Cancer

- Increasing screening/detection rates for women in Texas–Mexico border counties. Women in these counties have a 31-percent higher cervical cancer mortality rate than women in non-border counties.
- Decreasing disparities in racial/ethnic populations. Hispanics have the highest incidence rates, while African Americans have the highest mortality rates.

For more information about breast, cervical, and colorectal cancer in Texas, please visit CPRIT's Web site at www.cprit.state.tx.us to view our *Closer Look* reports.

Survivorship Services

CPRIT acknowledges that, while there is evidence showing the benefit of many survivorship interventions in improving various health-related outcomes, in many cases more evidence is needed to determine which interventions are able to produce the greatest health benefits. In proposing survivorship interventions, applicants should demonstrate an understanding of the available evidence and should draw on this evidence to support their application. Rigorous evaluation and publication of results of survivorship projects is encouraged in order to add to the body of evidence. However, the primary focus of this RFA is the delivery of services, not

research. A research component can be designed and funding sought through CPRIT's research opportunities.

Priority for funding will be given to survivorship services projects that demonstrate a likelihood of success based on available evidence and can demonstrate and measure an improvement in quality of life. CPRIT is interested in the following services:

- Intervention for consequences of cancer and its treatment (e.g., psychosocial interventions, physical therapy/rehabilitation, healthy eating/weight, and physical activity support services); Coordination and navigation of services for survivors (e.g., between specialists and primary care providers)
- Palliative care, pain control, hospice and end-of-life care
- Prevention and detection of new cancers and recurrent cancers

Services should target individuals not eligible for services through existing programs (see the discussion of target populations above).
Applicants proposing survivorship services may address people with any form of cancer.

2.3.4. Outcome Metrics

The applicant will be expected to describe final outcome measures for the project. The ultimate goals of this award are to reduce overall cancer incidence and mortality and to improve the lives of individuals who have survived cancer or are living with cancer. Interim measures that are associated with these goals are expected to be identified and will serve as a measure of program effectiveness and public health impact. Outcome measures (as appropriate for each project) should include, **but are not limited to**, the following:

For Primary Preventive Services

- Percentage increase over baseline in provision of age-appropriate, comprehensive preventive services to eligible men and women in a defined service area (e.g., completion of all required doses of hepatitis B virus vaccine)
- Percentage of people reporting sustained behavior change (e.g., for diet and physical activity)
- Qualitative analysis of policy or systems change

- Estimates of cancers prevented as a result of primary prevention services or policy change

For Screening Services

- Percentage increase over baseline in provision of age-appropriate, comprehensive preventive services to eligible men and women in target populations.
- Percentage increase over baseline in early-stage cancer diagnoses in a defined service area.
- Qualitative analysis of system change/delivery processes that enabled increased efficiencies in screening.

For Survivorship Services

- Percentage increase over baseline in provision of survivorship services in a defined service area.
- Percentage increase over baseline in improvement in quality-of-life measures using a validated quality-of-life instrument (e.g., FACT-G, Zebrack Impact of Cancer Scale, SF-12, SF-36, or QLACS, if such instruments are applicable to the project)
- Qualitative analysis of policy or systems change
- Percentage of people reporting sustained behavior change (e.g., for diet and physical activity)

Note: In some cases, the baseline may be zero if the service has not been provided. If this is the case, the application should include an explanation.

2.4. Eligibility

2.4.1. Applying Organization

The applicant must be a Texas-based entity, such as a community-based organization, health institution, government organization, public or private company, college or university, or academic health institution.

The applicant may submit more than one application, but each application must be for distinctly different services without overlap in the services provided. Applicants who do not meet this criterion will have all applications administratively withdrawn without peer review.

Breast and Cervical Cancer Services (BCCS) program contractors may not use CPRIT funds as matching contributions to Department of State Health Services BCCS funds. BCCS contractors who also receive CPRIT funds must be in compliance with and fulfill all contractual obligations within CPRIT. CPRIT and BCCS reserve the right to discuss the contractual standing of any contractor receiving funds from both entities.

Collaborations are permitted and encouraged, and collaborators may or may not reside in Texas. However, collaborators who do not reside in Texas are not eligible to receive CPRIT funds. Subcontracting and collaborating organizations may include public, not-for-profit, and for-profit entities. Such entities may be located outside of the State of Texas, but non–Texas-based organizations are not eligible to receive CPRIT funds.

CPRIT grants will be awarded by contract to successful applicants. Certain contractual requirements are mandated by Texas law or by administrative rules. Although applicants need not demonstrate the ability to comply with these contractual requirements at the time the application is submitted, applicants should make themselves aware of these standards before submitting a grant application. Significant issues addressed by the CPRIT contract are listed in Section 6. All statutory provisions and relevant administrative rules can be found at www.cprit.state.tx.us.

2.4.2. Resubmission

An application previously submitted to CPRIT but not awarded funding may be resubmitted one time after careful consideration of the reasons for lack of prior success.

All resubmitted applications should be carefully reconstructed; a simple revision of the prior application with editorial or technical changes is not sufficient, and applicants are advised not to direct reviewers to modest changes. Applicants preparing a resubmission may use up to half of the first page of the 15 -page Project Plan to describe the approach to the resubmission.

2.4.3. Program Management

A Program Director (PD) must be designated and will be responsible for the overall performance of the funded project. The PD must have relevant and appropriate education as well as management experience, must reside in Texas during the project performance time, and must be in a position to organize and manage service sites and various components of the program.

The evaluation of outcomes must be headed by a professional who has demonstrated expertise in the field (e.g., qualitative or quantitative statistics) and resides in Texas during the time the project that is the subject of the grant is conducted. The applicant may choose to contract for these services if needed; the project budget should reflect these services.

2.5. Funding Information

Applicants may request up to a maximum of $1 million in total funding over a maximum of 24 months. Grant funds may be used to pay for clinical services, salary and benefits, project supplies, equipment, costs for outreach and education of populations, and travel of project personnel to project site(s). Requests for funds for travel to professional meetings are not appropriate for this funding mechanism, nor are requests for funds to support construction, renovation, or any other infrastructure needs. The budget should be proportional to the number of individuals receiving services, and a significant proportion of funds is expected to be used for direct services. In addition, CPRIT seeks to fill gaps in funding rather than replace existing resources or provide support for projects where funds are readily available from other sources. Furthermore, CPRIT funds may not be used for any costs under this award that should be billed to any other funding source.

Applicants who receive CPRIT funding under this award will be eligible to submit applications for continuation of project-related activities in future cycles, provided that they remain in compliance with CPRIT contractual obligations. However, applications for renewed funding will be subject to the same competitive review process as new applications submitted to CPRIT.

Applicants should be aware that Texas law limits the amount of indirect costs that may be funded by CPRIT grants. Guidance regarding indirect cost recovery can be found in CPRIT's

administrative rules. While State law does not specifically address a limit on indirect cost recovery for CPRIT-funded prevention programs, it is CPRIT's policy **not** to allow recovery of indirect costs for prevention programs except under exceptional circumstances. The rules and the statute can be found at www.cprit.state.tx.us.

2.5.1. Key Dates

RFA release	June 4, 2010
Online application opens	July 1, 2010, 7 a.m. Central Time
Application due	September 21, 2010, 3 p.m. Central Time
Application review	December 2010
Award notification	January 2011
Anticipated start date	February/March 2011

3. SUBMISSION GUIDELINES

3.1. Online Submission

Applications must be submitted via the CPRIT Application Receipt System (CARS) at https://CPRITGrants.org. **Only applications submitted at this portal will be considered eligible for review.** The PD must register to start an application. Detailed instructions for submitting an application will be posted on CARS beginning July 1, 2010.

3.2. Application Components

3.2.1. Application Signing Official (ASO) Requirement

In addition to the PD, an ASO (a person authorized to sign for the organization) must create a user account in CARS. If the same person serves as both PD and ASO, a separate account must be set up for **each** role. An application may not be submitted without ASO approval.

3.2.2. Abstract and Significance (5,000 characters)

Clearly explain the problem(s) to be addressed and the approach(es) to the solution. The required abstract format is as follows.

- Need: Include a description of need in the specific service area. Include rates (e.g., incidence of targeted cancer, mortality, and screening) in the service area compared to overall Texas rates. Describe barriers, plans to overcome these barriers, and target population to be served.

- Overall project strategy: Describe the project and how it will address the identified need. Clearly explain what the project is and what it will specifically do. For example, summarize the services to be provided, the process/system for delivery of services and outreach to the targeted population, components of the project, or the like.
- Specific goals/aims: State very specifically what you intend to achieve through your proposed project (e.g., strategies to overcome the barriers to screening services and improve screening rates). Include the estimated number of people reached/contacted and served.
- Innovation: Describe the innovative components of the proposed project. How does it differ from or improve upon the current program or services being provided?
- Significance and impact: Address how the proposed project, if successful, will have a unique and major impact on cancer prevention and control for the population proposed to be served and for the State of Texas in general.

3.2.3. Layperson Summary (3,000 characters)

Provide a layperson's summary of the proposed work. Describe, in very simple, nontechnical terms, the overall goals of the proposed work, the type of cancer addressed, the potential significance of the results, and the impact the work would have on cancer prevention and control. The information provided in this summary will be made publicly available by CPRIT, particularly if the application is recommended for funding. Do not include any proprietary information in the layperson summary.

3.2.4. Project Plan (15 pages maximum; fewer pages are permissible)

Background: Briefly present the rationale behind the proposed service, emphasizing the critical barrier to current service delivery that will be addressed. Pilot project evaluation data are not required; however, baseline data (e.g., screening and detection rates, stage at diagnosis) for the target population and target service area are required where applicable. Clearly demonstrate the ability to provide the proposed service, and describe how results will be improved over baseline. Clearly demonstrate the ability to reach the target population. Reviewers will be aware of national and State statistics, and these should be used only to compare rates for the proposed service area.

Specific Aims: Concisely state the specific goals of the proposed project that will be pursued. Clearly describe the target population, including **the expected number of persons to be reached at each level of service** (e.g., number of persons reached by outreach and education efforts, number of persons actually screened). Applicants should demonstrate knowledge of barriers in the current system of care delivery and/or policies and propose novel strategies that will address/change the current system of delivery and/or policies and result in greatly improved outcomes over the current baseline.

Components of the Project: Clearly describe all components of the project, and provide a plan to integrate multiple processes and components in order to provide seamless prevention services to the target population. Provide a description of the overall project strategy as well as strategies for specific components, potential problems, barriers to achieving the goals, and alternative approaches. Describe whether the project lends itself to replication by others in the State.

Evaluation Strategy: Describe the impact on ultimate outcome measures (e.g., reduction of cancer incidence, mortality, and morbidity) and interim outcome measures (e.g., increase in the proportion of individuals receiving cancer screening) as outlined in Section 2.3.4, including data collection and management methods, statistical analyses, and anticipated results. Since evaluation and reporting of outcomes are critical components of this RFA and must be headed by a professional who has demonstrated expertise in the field, applicants should budget accordingly for this activity.

3.2.5. Additional Documents and Information

Budget and Justification: Provide a brief outline and detailed justification of the budget for the entire proposed period of support, including salaries and benefits, supplies, education and outreach expenses, equipment, patient care costs, and other expenses (see the Instructions for Applicants document for budget guidance). Applications requesting more than the maximum allowed cost (total costs) will be administratively withdrawn from consideration.

Project Timeline: Provide a project timeline that includes the major milestones, deliverables, and dates.

References: Provide a concise and relevant list of references cited for the application. The successful applicant will provide referenced evidence of need and literature support for the proposed education and outreach methods.

Current and Pending Support: Applicants should list, if applicable, all current and pending awards/grants from State, Federal, nonprofit, and other sources that would extend or complement the proposed project. This allows the applicant to demonstrate how other funds would be leveraged to implement the proposed work. Using the template provided in the online application system, provide the funding source, amount, state (pending or awarded), duration, and a two-line summary of the use of the funds for each current or pending award/grant.

Letters of Support: Applicants should provide letters of support from community organizations, service providers, or any other component essential to the success of the program. For example, if the goal is to provide screening services to a specific underserved population, the applicant should provide letters of support demonstrating community connections with the targeted population.

Biographical Sketches: The PD should provide a biographical sketch that describes his or her education and training, professional experience, awards and honors, and publications (if applicable) relevant to cancer prevention and/or service delivery and coordination. A biographical sketch for the evaluation professional must also be included. Up to three additional biographical sketches for key personnel may be provided. Each biographical sketch must not exceed 2 pages.

Applications that are missing one or more of these components, exceed the specified page, word, or budget limits, or do not meet the eligibility requirements listed above will be administratively rejected without review.

4. APPLICATION REVIEW

4.1. Review Process Overview

All eligible applications will be reviewed using a two-stage process: (1) Peer review, and (2) programmatic review. In the first stage, applications will be evaluated by an independent review panel using the criteria listed below. In the second stage, applications judged to be most meritorious by review panels will be evaluated and recommended for funding based on comparisons with applications from all of the merit review panels and programmatic priorities. Each stage of application review is conducted completely confidentially, and all panel members are required to sign nondisclosure statements regarding the contents of the applications. All panel members will be non-Texas residents and operate under strict conflict-of-interest prohibitions. Under no circumstances should institutional personnel and/or individual applicants initiate contact with any member involved in the peer review process (with the exception of staff of the CPRIT Prevention Review Office) regarding the status or substance of the application. Violations of this prohibition will result in the administrative withdrawal of the application.

4.2. Review Criteria

Peer review of applications will be based on primary evaluation criteria (scored) and secondary criteria (unscored), identified below. Review panels consisting of experts in the field as well as consumer advocates will evaluate and score each primary criterion and subsequently assign a global score that reflects an overall assessment of the application. The overall assessment will not be an average of the scores of individual criteria; rather, it will reflect the reviewers' overall impression of the application and responsiveness to the RFA priorities.

4.2.1. Primary Evaluation Criteria

Primary criteria will evaluate the impact on public health, organizational capacity, and innovation of the proposed work contained in the application. Concerns with any of these criteria potentially indicate a major flaw in the significance and/or design of the proposed project.

Impact and Innovation

- Do the proposed services address an important problem or need in cancer prevention and control? Do the proposed project strategies support desired outcomes in cancer incidence, morbidity, and/or mortality?
- Is the program innovative? For example, does the project take evidence-based services and challenge existing paradigms to accelerate the rates of screening and detection? Does it address needed systems or policy change? Does it propose new partnerships to effectively and efficiently provide services?
- Is the proposed program nonduplicative? That is, does the program address known gaps in prevention services and avoid duplication of effort?
- Does the program leverage partners and resources to maximize the reach of the services proposed? For example, does the program negotiate for low-cost or pro bono services or in-kind support, including staffing? Does the program leverage and complement other State, Federal, and nonprofit grants?
- Will the project reach and serve an appropriate number of people based on the budget allocated to providing services and the cost of providing services?

Project Strategy and Feasibility

- Does the proposed project provide services specified in the RFA?
- Are the proposed objectives and activities feasible within the duration of the award? Has the applicant convincingly demonstrated the length of time to impact and the short- and long-term impacts?
- Is the program design supported by established theory and practice as well as evidence-based interventions?
- Are possible barriers addressed and approaches proposed for overcoming them?
- Does the project address the needs of a priority population and/or an underserved area/population? Is the target population clearly described?
- Does the application clearly describe culturally appropriate approaches and access to the targeted population and the ability to reach the desired number of persons within the funding period of the proposed project?

- If applicable, does the application demonstrate the availability of resources and expertise to provide case management, including follow up for abnormal results and access to treatment?

Organizational Capacity and Sustainability

- Do the organization and its collaborators/partners demonstrate the ability to provide the proposed preventive services? For example, do facilities have appropriate certifications, equipment, and staff available? Does the organization have the necessary resources and infrastructure for the outreach, case management, and evaluative portion of the project? Is the role of each collaborating/partnering organization clearly described? Do these organizations add value to the project and demonstrate commitment to work together to develop the project plan?
- Have the appropriate personnel been recruited for the proposed project activities as they pertain to organizational ability to implement the project and effect any needed system/policy changes, provide the proposed prevention services, and evaluate the project?
- Are there plans to sustain the project beyond the funded timeframe of this award?

Outcomes Evaluation

- Are the proposed outcome measures appropriate for the services provided, and are the expected changes clinically significant?
- Is there is a clearly described plan for assessment of the project's success as related to target population outcomes, including outreach and education, screening services, and case management processes as well as evaluation of system or process changes?
- Does the application provide a clear plan for data collection and management, statistical analyses, and interpretation of results?

4.2.2. Secondary Evaluation Criteria

Secondary criteria contribute to the global score assigned to the application.

- **Budget:** Is the budget appropriate and reasonable for the scope and services of the proposed work? Is the cost per person served appropriate and reasonable? Is the

proportion of the funds allocated for direct services reasonable? Is the project a good investment of Texas public funds?

- **Potential for Replication:** Does the program lend itself to replication by others in the State? If so, does the application describe a plan for doing so?
- **Dissemination:** Are there plans for dissemination of the project's results?

5. AWARD ADMINISTRATION

Texas law requires that CPRIT awards be made by contract between the applicant and CPRIT. Texas law specifies several components that must be addressed by the award contract, including needed compliance and assurance documentation, budgetary review, and terms relating to intellectual property rights. These contract provisions are specified in CPRIT's administrative rules, which are available at www.cprit.state.tx.us.

All CPRIT awards will be made to institutions or organizations, not to individuals. If the PD changes his or her institutional or organization affiliation during the time period of the award, a written request must be submitted to CPRIT to transfer the award to the new institution or organization. If the award is not transferred, the applicant institution or organization may be required to provide evidence of the qualifications of the new PD in order to maintain awarded funding.

CPRIT requires the PD of the award to submit annual progress reports. These reports summarize the progress made toward project goals and address plans for the upcoming year. In addition, fiscal reporting and reporting on selected metrics will be required per the instructions to award recipients. Failure to provide timely and complete reports will constitute an event of default of the award contract, which may result in the early termination of the CPRIT award, reimbursement to CPRIT of award funds, and cessation of future funding. Forms and instructions will be made available at www.cprit.state.tx.us.

6. CONTACT INFORMATION

6.1. HelpDesk

HelpDesk support is available for questions regarding user registration and online submission of applications. Queries submitted via e-mail will be answered within 1 business day. HelpDesk staff are not in a position to answer questions regarding the scope and focus of applications.

Dates of Operation: July 1, 2010 to September 21, 2010

Hours of Operation: 8 a.m. – 5 p.m. Central Time

Tel: 866-973-6661

E-mail: PreventionHelp@CPRITGrants.org

6.2. Program Questions

Questions regarding the CPRIT program, including questions regarding this or other funding opportunities, should be directed to the CPRIT Prevention Review Office:

Tel: 512-305-8422

E-mail: PreventionHelp@CPRITGrants.org

Web: www.cprit.state.tx.us

7. RESOURCES

Cancer Statistics

The Texas Cancer Registry

Cancer incidence (cases) and mortality (deaths) in Texas

Website: http://www.dshs.state.tx.us/tcr/

Email: CancerData@dshs.state.tx.us

Phone: (800) 252-8059

CPRIT, Texas Cancer Registry

Priority cancers for CPRIT's prevention program: Breast, cervical, and colorectal

- Breast Cancer in Texas: A Closer Look (1/4/10) (PDF)
- Cervical Cancer in Texas: A Closer Look (1/4/10) (PDF)
- Colorectal Cancer in Texas: A Closer Look (1/4/10) (PDF)

Evidence-Based Strategies, Programs, and Clinical Recommendations

The Community Guide

Resources by topic, including specific cancers, tobacco, and worksite programs

http://www.thecommunityguide.org/index.html

Cancer Control P.L.A.N.E.T.

Resources by topic, including specific cancers, tobacco, diet/nutrition, and survivorship

http://cancercontrolplanet.cancer.gov/

Agency for Healthcare Research and Quality

Clinical Recommendations for screening, counseling, etc.

http://www.ahrq.gov/clinic/prevenix.htm

Making Health Communication Programs Work – National Cancer Institute®

Effective communication tools for public education and outreach programs

http://www.cancer.gov/pinkbook

8. REFERENCES

1. Texas Cancer Registry, Cancer Epidemiology and Surveillance Branch, Texas Department of State Health Services, 1100 W. 49th Street, Austin, TX, 78756, http://www.dshs.state.tx.us/tcr/default.shtm or (512) 458-7523.



CANCER PREVENTION & RESEARCH INSTITUTE OF TEXAS

REQUEST FOR APPLICATIONS

RFA P-11-CPMG1

Cancer Prevention Microgrants

2011

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1. ABOUT CPRIT

In 2007, the State of Texas established the Cancer Prevention and Research Institute of Texas (CPRIT) by constitutional amendment. CPRIT began operations in 2009. CPRIT may issue $3 billion in general obligation bonds over 10 years to fund grants for cancer research and prevention.

CPRIT is charged by the Texas Legislature to:

- Create and expedite innovation in the area of cancer research, thereby enhancing the potential for a medical or scientific breakthrough in the prevention of cancer and cures for cancer;
- Attract, create, or expand research capabilities of public or private institutions of higher education and other public or private entities that will promote a substantial increase in cancer research and in the creation of high-quality new jobs in this State; and
- Continue to develop and implement the Texas Cancer Plan by promoting the development and coordination of effective and efficient statewide public and private policies, programs, and services related to cancer and by encouraging cooperative, comprehensive, and complementary planning among the public, private, and volunteer sectors involved in cancer prevention, detection, treatment, and research.

2. FUNDING OPPORTUNITY DESCRIPTION

2.1. Summary

Several types of cancer can be prevented, and the prospects for surviving cancer continue to improve. CPRIT will foster prevention of cancer in Texas by providing financial support for a wide variety of projects relevant to cancer prevention, risk reduction, early detection, and survivorship. This RFA solicits applications for relatively short-term projects or pilot programs (up to 24 months). There are two components to this RFA. Applicants may propose programs in the area of (A) tobacco prevention and control or (B) increasing delivery of primary preventive services and screening for breast, cervical, and colorectal cancers.

The purpose of this grant mechanism is to support organizations proposing innovative, evidence-based strategies in areas of the State that have populations with great need or high incidence and/or mortality rates, yet do not have the infrastructure to carry out larger

prevention programs or services. This RFA encourages traditional and nontraditional partnerships and leveraging of existing resources and dollars from other sources.

CPRIT expects measurable outcomes of supported activities. For microgrants, CPRIT will consider measurable outcomes on a project-specific basis.

2.2. Program Objectives

Background: Cancer is the second leading cause of death in the United States and Texas. It is estimated that 104,141 Texans will be diagnosed with cancer and 37,984 Texans will die of cancer during 2010. The risk of developing many cancers can be reduced by personal behavior changes (e.g., smoking cessation, improved nutrition, and increased physical activity). Some cancers can be prevented if tissue changes are detected early and the tissues are removed at a precancerous stage (e.g., precancerous colon polyps or precancerous changes in cervical tissue). Research has shown that several types of cancer can be "cured" if detected during early stages of development and treated promptly and appropriately. Other cancers can be controlled for many years with appropriate treatment and support services.

Scope: The ultimate goals of this program are to reduce overall cancer incidence and mortality due to harm caused by tobacco use or lack of access to preventive services. CPRIT is seeking unique and innovative projects in the geographic areas of Texas with higher cancer incidence and/or mortality rates and with a lack of infrastructure or resources to carry out larger prevention programs or services.

2.2.1. Tobacco Prevention and Control

CPRIT seeks to support *community-based organizations, health departments, coalitions, or similar organizations* in creating projects and partnerships that can positively influence local policy or systems change affecting social norms regarding tobacco use in order to mitigate and remedy the harmful health effects of tobacco. CPRIT is seeking projects that will influence local policy or systems change, including change in healthcare systems and worksites (e.g., bars, restaurants, and schools), in a way that:

- decreases rates of smoking initiation in youth;
- reduces exposure to second-hand smoke; and/or

- helps current smokers quit.

These changes in policy and the resulting behavior change should be logically linked to a decrease in health problems related to smoking (e.g., asthma and other respiratory diseases, cardiovascular events, and cancer). Projects do not have to address all of the above goals; they can focus on one or more areas. Projects must demonstrate support by local leadership in advancing policy and systems change and should demonstrate the strong likelihood for sustainability after the CPRIT award ends.

Examples of projects that would be appropriate for this RFA include, but are not limited to, the following (see Section 8 for more specific examples):

- Reducing exposure to environmental tobacco smoke (e.g., by smoking bans and restrictions or policy change enacting tobacco-free campuses of public or private organizations).
- Reducing/preventing tobacco use initiation (e.g., by mass media campaigns combined with policy change and education programs).
- Increasing tobacco use cessation (e.g., by provider reminder systems or multicomponent interventions that include use of the statewide Quit Line, counseling and access to medications, or reducing client out-of-pocket costs for cessation therapies).
- Decreasing tobacco use in worksite settings (e.g., by implementing the CEO Cancer Gold Standard program or adoption of a smoke-free policy, alone or combined with evidence-based tobacco use treatments, to support employees who seek assistance in quitting).

2.2.2. Increasing Delivery of Primary Prevention Services and Screening for Breast, Cervical, and Colorectal Cancers

Rural areas and some community-based organizations and clinics have unique challenges in delivering primary prevention services (e.g., HPV vaccines, alcohol misuse, and obesity) and screening for breast, cervical, and colorectal cancer. CPRIT seeks to support projects that remove barriers to access and delivery of prevention services by addressing system or other changes. This RFA solicits applications for projects that will increase delivery of evidence-based

primary prevention, screening, and/or diagnostic services for colorectal, cervical, and/or breast cancer in rural and underserved areas and to underserved populations.

Examples of projects aimed at increasing delivery of screening and primary prevention services that would be appropriate for this RFA include, but are not limited to, the following:

- Use of patient navigators/case managers to increase intake and followup for diagnostic and treatment services
- Provision of transportation to screening or preventive services (not for patients in treatment)
- Creation of needed systems change to ensure that all clients who come through the system are assessed and followed (e.g., by implementation of patient reminder systems and ensuring a culturally appropriate, patient-friendly environment).

2.3. Award Description

The **Cancer Prevention Microgrants** award mechanism seeks to fund projects that can positively influence local policy or systems change affecting social norms regarding tobacco use in order to mitigate and remedy the harmful health effects of tobacco as well as projects that can greatly improve delivery of preventive and early detection services for breast cervical and colorectal cancers.

- It will be critical for proposed programs to demonstrate measurable outcomes that have the potential to ultimately reduce cancer incidence, mortality, or morbidity.
- The proposed program should strive to reach and serve as many people as possible. The budget should be proportional to the number of individuals served.
- Partnerships with other organizations that can support and leverage resources are encouraged. In particular, CPRIT encourages smaller not-for-profit or community-based organizations that may not have sufficient internal resources/expertise for evaluation to partner with academic institutions or other organizations/persons that can provide expertise and support in application preparation as well as outcome analyses.

Under this RFA, CPRIT will *not* consider:

- Delivery of clinical preventive services (e.g., cost of vaccines or screenings) to the public. Cost for clinical services will not be covered by this award mechanism; however,

applicants must ensure that there is access to preventive services that are being promoted.

- Treatment of cancer: While education on treatment options and access to treatment are important in reducing mortality from cancer, this award mechanism *will not address treatment of cancer*.
- Prevention research: Research will not be funded through this award mechanism. Applicants interested in research should review CPRIT's research RFAs (available at www.cprit.state.tx.us). Refer to the Centers for Disease Control and Prevention's document titled "Guidelines for Defining Public Health Research and Public Health Non-Research" as guidance in defining prevention research and non-research (http://www.cdc.gov/od/science/regs/hrpp/researchDefinition.htm).

2.3.1. Priority Areas

Types of Cancer: CPRIT encourages applicants to address one or more of the following cancer types, if applying for increasing delivery of primary preventive and screening services for breast, cervical, and colorectal cancers:

- Breast cancer
- Cervical cancer
- Colorectal cancer

Target Populations: Priority populations, or subgroups disproportionately affected by cancer, are the primary focus for CPRIT-funded prevention services. Priority populations include, but are not limited to:

- Underinsured and uninsured individuals;
- Geographically or culturally isolated populations;
- Medically unserved or underserved populations;
- Any populations with low screening rates, high incidence rates, and high mortality rates, specifically:
    - Underinsured and uninsured individuals age 50 and older who have never been screened for colorectal cancer;
    - Women who have never been screened for cervical cancer or have not been screened in the past 5 years; and

- Women age 40 and older who have not received a mammogram within the past 5 years.

The project should seek to serve individuals who are not eligible for other programs or benefits covering the same services proposed in the application.

Geographic Areas: CPRIT will place priority on applications that address the needs of people in rural areas of the State. In terms of overall incidence and mortality in the State, rural counties in Texas have a greater cancer burden than their urban counterparts.

2.3.2. Specific Areas of Interest

Tobacco prevention and control

Special consideration will be given to areas of the State:

- that have higher cigarette sales and smoking per capita than other areas of the State;
- where local tobacco-free ordinances have not been enacted but there is strong support for change by local leadership;
- where funds for tobacco use control efforts are not readily accessible from other sources; or
- where there are existing community coalitions centered on tobacco policy change.

Increasing delivery of primary preventive and screening services for breast, cervical, and colorectal cancers

There is sufficient evidence that the provision of age-appropriate, comprehensive preventive services for breast, cervical, and colorectal cancers to eligible men and women reduces overall disease incidence and mortality. Applicants should select preventive services using evidence-based national clinical guidelines from the U.S. Preventive Services Task Force or the American Cancer Society.

Proposed primary preventive services (e.g. vaccines, healthy eating/weight, avoidance of alcohol misuse) must be evidence based. All evidence-based primary prevention services will be considered; however, CPRIT is especially interested in applications to increase access to and delivery of the human papillomavirus vaccine.

2.3.3. Outcome Metrics

The applicant will be expected to describe final outcome measures for the project. The ultimate goal of this award is to reduce overall cancer incidence. Interim measures that are associated with this goal are expected to be identified and will serve as a measure of program effectiveness and public health impact. Outcome measures should include, **but are not limited to**, the following.

For tobacco prevention and control (depending on the project)

- Estimated number of people affected by successful adoption of smoke/tobacco-free policies in the community (city, public, and private organizations);
- Increase over baseline in the number of persons taking advantage of age-appropriate preventive services (e.g., number enrolled in smoking cessation programs); and
- Qualitative assessment of processes, system improvements, and their effectiveness in improving delivery of preventive services to the target population.

For increasing delivery of screening and primary prevention services

- Increase over baseline in the number of underserved, eligible men and women in a defined service area receiving primary preventive, screening, or diagnostic services; case management; or other evidence-based, age-appropriate preventive services; and
- Qualitative assessment of processes, system improvements, and their effectiveness on provision of preventive services to the target population.

2.4. Eligibility

2.4.1. Applying Organization

The applicant must be a Texas-based entity, such as a community-based organization, health institution, government organization, public or private company, college or university, or academic health institution.

The applicant may submit more than one application, but each application must be for distinctly different programs without overlap in the programs provided. Applicants who do not meet this criterion will have all applications administratively withdrawn without peer review.

Collaborations are permitted and encouraged, and collaborators may or may not reside in Texas. However, collaborators who do not reside in Texas are not eligible to receive CPRIT funds. Subcontracting and collaborating organizations may include public, not-for-profit, and for-profit entities. Such entities may be located outside of the State of Texas, but non–Texas-based organizations are not eligible to receive CPRIT funds.

CPRIT grants will be awarded by contract to successful applicants. CPRIT grants are funded on a reimbursement-only basis. Certain contractual requirements are mandated by Texas law or by administrative rules. Although applicants need not demonstrate the ability to comply with these contractual requirements at the time the application is submitted, applicants should make themselves aware of these standards before submitting a grant application. Significant issues addressed by the CPRIT contract are listed in Section 6. All statutory provisions and relevant administrative rules can be found at www.cprit.state.tx.us.

Other requirements are as follows:

- If the applicant is advancing policy changes, CPRIT funds may not be used for lobbying purposes.
- If the applicant or a partner is an existing Department of State Health Services (DSHS) tobacco coalition, the application must explain how this grant complements or leverages existing funds.
- If the applicant or a partner is a current Breast and Cervical Cancer Services (BCCS) program provider, CPRIT funds may not be used as a match, and the application must explain how CPRIT funds complement BCCS State and Federal funds.

2.4.2. Resubmission

An application previously submitted to CPRIT but not awarded funding may be resubmitted. All resubmitted applications should be carefully reconstructed; a simple revision of the prior application with editorial or technical changes is not sufficient, and applicants are advised not to direct reviewers to modest changes. Applicants preparing a resubmission may use up to half of the first page of the 15 -page Project Plan to describe the approach to the resubmission.

2.4.3. Program Management

A designated Program Director (PD) will be responsible for the overall performance of the funded project. The PD must have relevant education and management experience and must reside in Texas during the project performance time.

The evaluation of the project must be headed by a professional who has demonstrated expertise in the field (e.g., qualitative or quantitative statistics) and who resides in Texas during the time the project is conducted. CPRIT encourages applicants to involve such a designated professional early in planning and preparation of the application. The applicant may choose to contract for these services if needed; the project budget should reflect these services.

2.5. Funding Information

Applicants may request up to a maximum of $150,000 in total funding over a maximum of 24 months.

Grant recipients will be eligible to submit competitive renewal applications. Grant funds may be used to pay for salary and benefits, project supplies, equipment, costs for outreach and education of populations, and travel of project personnel to project site(s). Requests for funds for travel to professional meetings are not appropriate for this funding mechanism, nor are requests for funds to support construction, renovation, or any other infrastructure needs.

The budget should be proportional to the number of individuals receiving services and/or being affected by policy/systems change. In addition, CPRIT seeks to fill gaps in funding rather than replace existing resources or provide support for projects where funds are readily available from other sources. Furthermore, CPRIT funds may not be used for any costs under this award that should be billed to any other funding source.

Applicants who receive CPRIT funding under this award will be eligible to submit applications for continuation of project-related activities in future cycles, provided that they remain in compliance with CPRIT contractual obligations. However, applications for renewed funding will be subject to the same competitive review process as new applications submitted to CPRIT.

Applicants should be aware that Texas law limits the amount of indirect costs that may be funded by CPRIT grants. Guidance regarding indirect cost recovery can be found in CPRIT's administrative rules. While State law does not specifically address a limit on indirect cost recovery for CPRIT-funded prevention programs, it is CPRIT's policy not to allow recovery of indirect costs for prevention programs except under exceptional circumstances. The proposed rules and the statute can be found at www.cprit.state.tx.us.

3. KEY DATES

RFA release	June 4, 2010
Online application opens	July 1, 2010, 7 a.m. Central Time
Application due	September 21, 2010, 3 p.m. Central Time
Application review	December 2010
Award notification	January 2011
Anticipated start date	February/March 2011

4. SUBMISSION GUIDELINES

4.1. Online Submission

Applications must be submitted via the CPRIT Application Receipt System (CARS) at https://CPRITGrants.org. **Only applications submitted at this portal will be considered eligible for review.** The PD must register to start an application. Detailed instructions for submitting an application will be posted on CARS beginning July 1, 2010.

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4.2.2. Abstract and Significance (5,000 characters)

Clearly explain the problem(s) to be addressed and the approach(es) to the solution. The required abstract format is as follows.

- Need: Include a description of need in the specific service area. Include rates (e.g., incidence of targeted cancer, mortality, and screening) in the service area compared to

overall Texas rates. Describe barriers, plans to overcome these barriers, and target population to be served.

- Overall project strategy: Describe the project and how it will address the identified need. Clearly explain what the project is and what it will specifically do. For example, summarize the program/services to be provided, the process/system for delivery of the program/services and outreach to the targeted population, components of the project, and the like.
- Specific goals/aims: State very specifically what you intend to achieve through your proposed project (e.g., "Strategies to overcome the barriers to screening services will improve screening rates"). Include the estimated number of people reached/contacted and served (e.g., actually educated or trained).
- Innovation: Describe the innovative components of the proposed project. How does it differ from or improve upon the current program or services being provided?
- Significance and impact: Address how the proposed project, if successful, will have a unique and major impact on cancer prevention and control for the population proposed to be served and for the State of Texas in general.

4.2.3. Layperson Summary (3,000 characters)

Provide a layperson's summary of the proposed work. Describe, in very simple and nontechnical terms, the overall goals of the proposed work, the type of cancer addressed, the potential significance of the results, and the impact the work would have on cancer prevention and control. The information provided in this summary will be made publicly available by CPRIT, particularly if the application is recommended for funding. Do not include any proprietary information in the layperson summary.

4.2.4. Project Plan (15 pages maximum; fewer pages permissible)

Background: Applicants may propose programs in the area of (A) tobacco prevention and control or (B) increasing delivery of primary preventive services and screening for breast, cervical, and colorectal cancers. Briefly present the rationale behind the proposed project, emphasizing the critical barriers to current tobacco use prevention and control or delivery of primary preventive and screening services that will be addressed. Pilot project evaluation data are not required; however, baseline data (e.g., tobacco use or, screening and detection rates,

and stage at diagnosis for breast, cervical or colorectal cancers) for the target population and target service area are required. Clearly demonstrate the ability to implement the policy and/or system change and to provide the proposed service. Clearly describe how results will be an improvement over baseline, and demonstrate the ability to reach the target population.

Specific Aims: Concisely state the specific goals of the proposed project that will be pursued. Clearly describe the target population, including expected numbers of persons to be reached or affected at each level of services (e.g., number of persons reached by policy change, number of persons who stopped smoking, number of persons actually screened). Applicants should demonstrate knowledge of barriers in the current system of care delivery and/or policies and propose novel strategies that will address/change the current system of delivery of services and/or policies and result in greatly improved outcomes over the current baseline.

Components of the Project: Clearly describe all components of the project, and provide a plan to integrate multiple processes and components in order to provide seamless prevention services to the target population. Provide a description of the overall project strategy as well as strategies for specific components, potential problems, barriers to achieving the goals, and alternative approaches.

Evaluation Strategy: Describe the impact on ultimate outcome measures (e.g., decrease in health problems related to smoking; reduction of cancer incidence, mortality, and morbidity) and interim outcome measures (e.g., increase in the number of individuals who stopped smoking, decrease in the number of persons exposed to second-hand smoke, increase in the proportion of individuals receiving cancer screening) as outlined in Section 2.2.2, including data collection and management methods, statistical analyses, and anticipated results. Since evaluation and reporting of outcomes are critical components of this RFA and must be headed by a professional who has demonstrated expertise in the field, applicants should budget accordingly for this activity.

4.2.5. Additional Documents and Information

Budget and Justification: Provide a brief outline and justification of the budget for the entire proposed period of support, including salaries and benefits, supplies, equipment, and other

expenses. CPRIT funds will be distributed on a reimbursement basis (see the Instructions for Applicants document for budget guidance). Applications requesting more than the maximum allowed cost (total costs) will be administratively withdrawn from consideration.

Project Timeline: Provide a project timeline that includes the major milestones, deliverables, and dates.

References: Provide a concise and relevant list of references cited for the application. The successful applicant will provide referenced evidence of need and literature support for the proposed project.

Current and Pending Support: Applicants should list, if applicable, all current and pending awards/grants from State, Federal, nonprofit, and other sources that would extend or complement the proposed project. This allows the applicant to demonstrate how other funds would be leveraged to implement the proposed work. Using the template provided in the online application system, provide the funding source, amount, status (pending or awarded), duration, and a two-line summary of the use of the funds for each current or pending award/grant.

Letters of Support: Applicants should provide letters of support from community organizations, key faculty, or any other component essential to the success of the program. For example, if the goal is to provide education to rural, community-based providers, the applicant should provide letters of support demonstrating connections with the targeted population.

Biographical Sketches: The PD should provide a biographical sketch that describes his or her education and training, professional experience, awards and honors, and publications and/or involvement in health education programs relevant to cancer prevention and/or service delivery. A biographical sketch for the evaluation professional must also be included. Up to three additional biographical sketches for key personnel may be provided. Each biographical sketch must not exceed two (2) pages.

Applications that are missing one or more of these components, exceed the specified page, word, or budget limits, or do not meet the eligibility requirements listed above will be administratively rejected without review.

5. APPLICATION REVIEW

5.1.1. Review Process Overview

All eligible applications will be reviewed using a two-stage process: (1) Peer review, and (2) programmatic review. In the first stage, applications will be evaluated by an independent review panel using the criteria listed below. In the second stage, applications judged to be most meritorious by review panels will be evaluated and recommended for funding based on comparisons with applications from all of the merit review panels and programmatic priorities. Each stage of application review is conducted completely confidentially, and all panel members are required to sign nondisclosure statements regarding the contents of the applications. All panel members will be non-Texas residents and operate under strict conflict-of-interest prohibitions. Under no circumstances should institutional personnel and/or individual applicants initiate contact with any member involved in the peer review process (with the exception of staff of the CPRIT Prevention Review Office) regarding the status or substance of the application. Violations of this prohibition will result in the administrative withdrawal of the application.

5.2. Review Criteria

Peer review of applications will be based on primary evaluation criteria (scored) and secondary criteria (unscored), identified below. Review panels consisting of experts in the field as well as consumer advocates will evaluate and score each primary criterion and subsequently assign a global score that reflects an overall assessment of the application. The overall assessment will not be an average of the scores of individual criteria; rather, it will reflect the reviewers' overall impression of the application and responsiveness to the RFA priorities.

5.2.1. Primary Evaluation Criteria

The project will be evaluated on the basis of the following primary criteria. Concerns with any of these criteria potentially indicate a major flaw in the significance and/or design of the proposed project.

Impact and Innovation

- Does the proposed project address an important problem in cancer prevention and control? Do the proposed project strategies support desired outcomes in cancer incidence, morbidity, and/or mortality?
- Does the project take evidence-based strategies and apply them in innovative ways?
- Is the proposed program nonduplicative? That is, does the applicant demonstrate knowledge of similar resources that are available and avoid duplication of effort?
- Does the project leverage resources and partners to maximize the reach of the proposed goals? Does the program leverage and complement other State, Federal, and nonprofit grants?
- Will the project reach an appropriate number of people based on the budget allocated and the cost of providing the program?

Project Strategy and Feasibility

- Are the proposed objectives and activities feasible within the duration of the award? Has the applicant convincingly demonstrated the length of time to accomplish the objectives and desired outcomes?
- Is the program design supported by established theory and practice as well as evidence-based interventions?
- Are possible barriers addressed and approaches proposed for overcoming them?
- Does the application target priority populations as defined in this RFA, and is the target population clearly described, including, but not limited to, their specific barriers and needs?
- If applicable, does the application demonstrate the availability of resources and expertise to provide case management to ensure delivery of prevention and screening services?

Organizational Capacity and Sustainability

- Do the organization and its collaborators/partners demonstrate the ability to provide the proposed programs? Is the role of each collaborating/partnering organization clearly described? Do these organizations add value to the project and demonstrate commitment to work together to develop the project plan?

- Have the appropriate personnel been recruited for the proposed project activities as they pertain to organizational ability to implement the project and effect any needed system/policy changes, provide the proposed program, and evaluate the project?
- Are there plans to sustain of the project beyond the funded timeframe of this award?

Outcomes Evaluation

- Are the proposed outcome measures appropriate for the proposed project? Are the expected changes sufficient to impact ultimate outcomes and/or be clinically significant?
- Is there is a clearly described plan for assessment of the project's success as related to policy and system changes as well as target population outcomes?
- Do clear baseline data exist for the target population, or are clear plans included to collect baseline data at the beginning of the proposed project?
- Does the project provide a clear plan for data collection and management, statistical analyses, and interpretation of results?

5.2.2. Secondary Evaluation Criteria

Secondary criteria contribute to the global score assigned to the application.

Budget: Is the budget appropriate for the scope and/or educational services of the proposed work? Is the cost per person served appropriate and reasonable? Is the project a good investment of Texas public funds?

Potential for Replication: Does the program lend itself to replication by others in the State?

Dissemination: Are there plans for dissemination of the project's results?

6. AWARD ADMINISTRATION

Texas law requires that CPRIT awards be made by contract between the applicant and CPRIT. Award negotiation will commence once the applicant has accepted an award. Texas law specifies several components that must be addressed by the award contract, including needed compliance and assurance documentation, budgetary review, and terms relating to intellectual

property rights. These contract provisions are specified in CPRIT's administrative rules, which are available at www.cprit.state.tx.us.

All CPRIT awards will be made to institutions or organizations, not to individuals. If the PD changes organizations or institutional affiliation during the time period of the award, a written request must be submitted to CPRIT to transfer the award to the new institution or organization. If the award is not transferred, the applicant institution or organization may be required to provide evidence of the qualifications of the new PD in order to maintain awarded funding.

CPRIT requires the PD of the award to submit annual reports. These reports summarize the progress made toward project goals and address plans for the upcoming year. In addition, fiscal reporting and reporting on selected metrics will be required per the instructions to award recipients. Failure to provide timely and complete reports will constitute an event of default of the award contract, which may result in the early termination of the CPRIT award, reimbursement to CPRIT of award funds, and cessation of future funding. Forms and instructions will be made available at the http://www.cprit.state.tx.us/.

7. CONTACT INFORMATION

7.1. HelpDesk

HelpDesk support is available for questions regarding user registration and online submission of applications. Queries submitted via e-mail will be answered within 1 business day. HelpDesk staff are not in a position to answer questions regarding the scope and focus of applications.

Dates of Operation: July 1, 2010 to September 21, 2010

Hours of Operation: 8 a.m. – 5 p.m. Central Time

Tel: 866-973-6661

E-mail: PreventionHelp@CPRITGrants.org

7.2. Program Questions

Questions regarding the CPRIT program, including questions regarding this or other funding opportunities, should be directed to the CPRIT Prevention Review Office:

Tel: 512-305-8422

E-mail: PreventionHelp@CRPITGrants.org

Web: www.cprit.state.tx.us

8. RESOURCES

- United States Preventive Services Task Force. http://www.ahrq.gov/clinic/uspstfix.htm
- Cancer Control P.L.A.N.E.T. http://cancercontrolplanet.cancer.gov/
- National Cancer Institute® Research-Tested Intervention Programs. http://rtips.cancer.gov/rtips/index.do
- DSHS Community Tobacco Prevention and Control Toolkit. www.dshs.state.tx.us/tobacco/bestpractices
- State Tobacco Activities Tracking and Evaluation (STATE) System (database with up-to-date and historical State-level data on tobacco use prevention and control). http://apps.nccd.cdc.gov/statesystem/HighlightReport
- Best Practices for Comprehensive Tobacco Control Programs, 2007 (excellent resource list on pp. 28–29). http://www.cdc.gov/tobacco/tobacco_control_programs/stateandcommunity/best_practices/pdfs/2007/BestPractices_Complete.pdf
- Texas municipalities ordinances. www.utmb.edu/shsordinances
    - Amarillo example. www.tfreeamarillo.com
- Tobacco Technical Assistance Consortium. www.ttac.org/trainings/index.html
- National Cancer Institute®. www.cancercontrol.cancer.gov/tcrb
- CEO Cancer Gold Standard™. www.cancergoldstandard.org
- Partnership for Prevention® Policy and Advocacy. www.prevent.org
- Media campaigns
    - www.ducktexas.com
    - www.worthit.org
    - www.spititouttexas.org
    - www.cdc.gov/tobacco/media_communications
    - Going Smoke Free in Your Workplace/Community - http://www.no-smoke.org/goingsmokefree.php
- Research-Tested Intervention Programs. http://rtips.cancer.gov/rtips/
- American Cancer Society® Workplace Solutions. www.acsworkplacesolutions.com
- Quit For Life® Program. https://www.quitnow.net/Program/

9. REFERENCES

1. Texas Cancer Registry, Cancer Epidemiology and Surveillance Branch, Texas Department of State Health Services, 1100 W. 49th Street, Austin, TX, 78756, http://www.dshs.state.tx.us/tcr/default.shtm or (512) 458-7523.

AI-22536 **16.E.**

UTPA Agreements

CC REGULAR

Date:	08/24/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization to accept the University of Texas Pan American College of Health Sciences and Human Services Program Agreement and the Educational Experience Affiliation Agreement for a three year term.

BACKGROUND

Approved by Legal 8-16-10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

University and Facility (Hidalgo County Health Department) desire to implement the provisions of such Affiliation Agreement by providing students enrolled in one of the programs within the College of Health Sciences and Human Services with educational experience utilizing the personnel, equipment, and facilities of Facility.

The Facility will not be charged for any services performed by the students or University personnel in connection with the program covered by this Agreement or have any obligation to pay the salaries or expenses of any student or University personnel.

University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

Attachments

Link: UTPA Agreements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:56 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2010 10:14 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:07 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:42 PM	APRV

Form Started By: Josie Escalante

Started On: 08/16/2010 01:50 PM

Final Approval Date: 08/20/2010

AI-22536 **16.E.**

UTPA Agreements

CC REGULAR

Date:	08/24/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization to accept the University of Texas Pan American College of Health Sciences and Human Services Program Agreement and the Educational Experience Affiliation Agreement for a three year term.

BACKGROUND

Approved by Legal 8-16-10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

University and Facility (Hidalgo County Health Department) desire to implement the provisions of such Affiliation Agreement by providing students enrolled in one of the programs within the College of Health Sciences and Human Services with educational experience utilizing the personnel, equipment, and facilities of Facility.

The Facility will not be charged for any services performed by the students or University personnel in connection with the program covered by this Agreement or have any obligation to pay the salaries or expenses of any student or University personnel.

University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

Attachments

Link: UTPA Agreements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:56 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2010 10:14 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:07 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:42 PM	APRV

Form Started By: Josie Escalante

Started On: 08/16/2010 01:50 PM

Final Approval Date: 08/20/2010

AI-22498 **16.F.**

UPL 3rd Quarter 2010 Draw Down

CC REGULAR

Date:	08/24/2010
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and approval to transfer $2,125,000.00 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health care expenditures for the 3rd Quarter of Fiscal Year 2010.

BACKGROUND

Tentative schedule for 3rd quarter draw down is September 2nd, 2010. Funds must be transfered by September 3rd, 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-444-00-240-004-0-843

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

BUDGETARY IMPACT:

Available account balance as of 8-20-10 $6,373,408.91

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	08/13/2010 02:55 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2010 11:19 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:08 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:40 PM	APRV

Form Started By: Dairen Sarmiento Started On: 08/13/2010 02:04 PM

Final Approval Date: 08/20/2010

AI-22548 **17.A.**

Construction project - City of La Villa

CC REGULAR

Date:	08/24/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of La Villa is requesting consideration and action to award and enter into a Construction Contract with G.A.S. Enterprises, Inc. (lowest bidder meeting all specifications and/or requirements) for a Parks, Recreational Facilities project located in the City of La Villa in the amount of $58,878.00 utilizing Year 22 & 23 (2009, 2010) Parks, Recreational Facilities funds. The project consists of the installation of a restroom (20' X 20' building) with water and sewer lines and a concrete walk way.

BACKGROUND

The City of La Villa has requested and received bids for the Park, Recreational Facilities project. Noe Garza Engineers, Inc. prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on June 2, 2010. After review the project engineer recommended G.A.S Enterprises, Inc. as the lowest of two (2) qualified bidders. (See attached recommendation letter from Noe Garza Engineers, Inc. and copy of bid tabulations.)

Contractor:	G.A.S. Enterprises, Inc.
Contract Amount:	$58,878.00
Funds Available:	$38,844.30 Year 22 (2009) City of La Villa
	$45,000.00 Year 23 (2010) City of La Villa
Total:	$83,844.30

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 & 22 (2009 & 2010) Parks, Recreational Facilities funds for the City of La Villa project.

Contract Amount: $58,878.00
Funds Available: $83,844.30

Attachments

Link: GAS Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2010 08:23 AM	APRV
2	Perla Lopez	Perla Lopez	08/19/2010 02:54 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:09 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:43 PM	APRV

Form Started By: Estella Webber Started On: 08/17/2010 10:03 AM

Final Approval Date: 08/20/2010

CONSTRUCTION CONTRACT

This Agreement, entered into this **24TH** day of **August 2010** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **City of La Villa** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **G.A.S. Enterprises** , a corporation) of Elsa, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**City of La Villa – Park, Recreational Facilities**
PROJECT #:	**5009-10-45-0306-5000-4500-UCP-ML2**
PROJECT DESCRIPTION:	**"installation of a Restroom (20' X 20' building) with water and sewer and a concrete walk way."**

hereinafter called the project, for the sum of (**$58,878.00) Fifty eight thousand eight hundred and seventy eight dollars,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the–plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Noe Garza Engineers, Inc.** entitled the 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 **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 400.00** 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: G.A. S. Enterprises

Address: P.O. Box 309
Elsa, TX 78543

Fed. I.D. #/S.S. 74-2587924

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

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

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

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

Mayor
Hector Elizondo

Mayor Pro-Tem
Victor Garcia

City Administrator
Javier *Rodriguez*

CITY OF LA VILLA

Aldermen
David Alaniz

Edward Garcia

Joe Reyna

Mario Lopez

August 11, 2010

Hidalgo County Urban County Program
Attn: Diana R. Serna, Executive Director
1916 Tesoro Blvd.
Pharr, TX 78577

RE:

Dear Ms. Serna,

On June 2, 2010, a bid opening was held at the Hidalgo County Purchasing Department for the Parks, Recreational Facilities project (restroom facility). The lowest bid was $58,878.00 and available funding for FY 22 (2009) is at $38,844.30. It was stipulated on the bid packets that the bid will be good for ninety (90) days. We are requesting that we utilize 2009 & 2010 funding in order to award the contract and begin the project.

Should you have any questions or concerns, please do not hesitate to contact me at your earliest convenience at 956-262-2122.

Sincerely,

Javier Rodriguez
City Manager

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

June 3, 2010

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

Re: City of La Villa – Parks, Recreational Facilities
5009-45-0306-5000-4500-UCP-ML2

Dear Mrs. Serna:

On June 2, 2010, we received two bids for the above referenced project. Bids were as follows:

Bidder	Amount
1. G.A.S. Enterprises, Inc.	$58,877.96
2. Valley Paving, Inc.	$100,410.00

Therefore, I recommend contract to low bidder G.A.S. Enterprises, Inc. of Elsa, Texas, in the amount of $58,877.96. If you should have any questions please contact our office at 956.783.1207.

Sincerely,

NOE GARZA ENGINEERS, INC.

Noe Garza, P.E.
City Engineer

NG/lr

JUN 7 2010

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF LA VILLA - PARKS, RECREATIONAL FACILITIES
UCP NO. 5009-45-0306-5000-4500-UCP-ML2

BID DATE: JUNE 2, 2010 BID TIME: 9:30 A.M.

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER G.A.S. UNIT PRICE	BIDDER G.A.S. TOTAL	BIDDER VALLEY PAVING UNIT PRICE	BIDDER VALLEY PAVING TOTAL
1. 4" Sewer SDR 26	L.F.	410	$ 18.75	$ 7,687.50	$ 40.00	$ 16,400.00
2. Clean Out	EACH	2	$ 646.50	$ 1,293.00	$ 1,500.00	$ 3,000.00
3. Bore	L.F.	42	$ 51.76	$ 2,173.92	$ 200.00	$ 8,400.00
4. 1 1/2" Hot Mix Saw Cut & Replace	L.F.	50	$ 26.99	$ 1,349.50	$ 75.00	$ 3,750.00
5. 45 Degree Bend	EACH	1	$ 445.50	$ 445.50	$ 500.00	$ 500.00
6. 1" pvc sch 40 Water Service	L.F.	96	$ 15.29	$ 1,467.84	$ 35.00	$ 3,360.00
7. Tap Tee	EACH	1	$ 1,349.50	$ 1,349.50	$ 2,500.00	$ 2,500.00
8. Proposed 9' x 5' Concrete Walk	S.F.	45	$ 11.16	$ 502.20	$ 100.00	$ 4,500.00
9. 20' x 20' Restroom Building	S.F.	1	$ 42,609.00	$ 42,609.00	$ 58,000.00	$ 58,000.00
				$ 58,877.96		**$ 100,410.00**



HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM ACCESS PROGRAM

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

DESCRIPTION OF BID: PRECINCT 2009-CITY OF LA VILLA-PARKS, RECREATIONAL FACILITIES

BID NO: 5009-45-0306-5000-4500-UCP-ML2 PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Total Price	Bid Bond/ Cashier's Check Included
1.	Valley Paving Inc.	$100,410.00	Bid Bond Included
2.	GAS Enterprises	$58,878.00	Bid Bond Included
3.			
4.			
5.			
6.			
7.			
8.			
9.			

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

AI-22564 **17.B.**

Contract extension - Edcouch Housing Development

CC REGULAR

Date:	08/24/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval for loan extension of the Hidalgo County HOME loan between Edcouch Housing Development, L.P., a Texas Limited Partnership ("Borrower") and Hidalgo County Texas, acting through its Urban County Program, a Texas governmental entity ("Lender").

BACKGROUND

The Hidalgo County Urban County Program executed a Promissory Note with the Edcouch Housing Development, L.P. on November 26, 2007 in the amount of $150,000 to be used as a portion of construction costs for the multi-family housing development known as the Casa Mesina located in Edcouch Texas. The terms of this note express that full re-payment of this loan is "due within one year of Borrower's receipt of the last Certificate of Occupancy for the Apartment Complex". The last Certificate of Occupancy was received in March 2009 therefore final payment is due March 2010. At that time the Borrower requested an extension for re-payment to June 30, 2010 due to unforeseen issues with the conversion of their loan. A second extension was requested and granted on July 20, 2010 for an additional 45 days. The Partnership has received the information needed for conversion of their loan from the TDHCA, however an auditor must review the documentation in order to submit for funding. The UCP is requesting an additional sixty days (60) in order to ensure that all pertinent documentation is received allowing for full re-payment of the loan.

Fiscal Impact

Attachments

Link: housing loan extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2010 10:19 AM	APRV
2	Perla Lopez	Perla Lopez	08/19/2010 03:02 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:11 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:43 PM	APRV

Form Started By: Estella Webber Started On: 08/18/2010 09:29 AM

Addendum
Contract Extension

RUFINO CONTRERAS AFFORDABLE HOUSING INC.

Right of Exercise

County and CHDO, hereby attach an addendum to the Hidalgo County HOME loan as follows:

The Hidalgo County Urban County Program hereby approves a SIXTY (60) DAY extension to the Edcouch Housing Development, L.P., a Texas Limited Partnership ("Borrower") for the re-payment of the Hidalgo County HOME loan in order to complete final loan requirements.

County does hereby commit to allow for this extension. New contract expiration date is ***November 13, 2010***.

County:	CHDO:
HIDALGO COUNTY	***EDCOUCH HOUSING DEVELOPMENT, L.P.***
_____	_____
Name	Name
URBAN COUNTY PROGRAM DIRECTOR	DIRECTOR
Title	Title
_____	_____
Date	Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

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

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

_____
Notary – Signature

STATE OF _____ {
COUNTY OF _____ {

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

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

_____
Notary - Signature

Rufino Contreras Affordable Housing Corporation, Inc.
Post Office Box 62, Keene, CA 93531 • Telephone (661) 823-6201 • Fax (661) 823-6175

August 11, 2010

Hidalgo County
Attn: Diana R. Serna,
Compliance Division Manager
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Dear Ms. Serna:

Please accept this letter as a formal request for a loan extension of the Hidalgo County HOME loan between Edcouch Housing Development, L.P., a Texas limited Partnership ("Borrower") and Hidalgo County, Texas, acting through its Urban County Program, a Texas governmental entity ("Lender") dated November 26, 2007.

We had previously received an extension of the loan through August 14, 2010. We are now requesting an additional thirty (30) day extension of the loan, through September 13, 2010. We are requesting the additional time so that our equity investor has time to fund the last equity payment which is needed to pay off the loan. Our investor was waiting to receive the 8609's for the project. Although we were delayed in receiving the 8609's from the Texas Department of Housing and Community Affairs, I am pleased to report that we finally received them this week. I have attached an email from the TDHCA showing that they have been issued. Because the 8609's have tax implications, they will need to be reviewed by the auditor. This should take about a week and should be done by August 20th. Once they have been reviewed, then the investor can fund the last payment. It will take the investor approximately one to two weeks to process the payment. Once the payment is received, we will then be able to pay off the loan within a week and within the thirty day extension period.

Please let me know if you need any additional information to process this request and if the loan extension is granted.

Thank you in advance for your understanding.

Sincerely,

Manuel Bernal
Vice President

Cc: Maribel Medina, National Farm Workers Service Center

AI-22561 **17.C.**

Amendment - City of San Juan Water & Sewer Improvements

CC REGULAR

Date:	08/24/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program is requesting approval of a program amendment for the City of San Juan, Urban County Program Year 19 (2006) and Year 21 (2008). The amendment will create a Water & Sewer Improvements activity for the installation of waterlines and fire hydrants.

BACKGROUND

A Public Hearing was held on August 10, 2010 at 6:00 p.m. and citizen participation requirements have been met. Please see the attached detailed amendment. The proposed program amendment will not affect the original budget amount.

The proposed program amendment will:
* Delete the installation of sewer lines and related appurtenances on Morelos Street, Antelope Street, Alameda Street, Athol Street, and Carroll Drive.
* Create a Water and Sewer activity that will include the installation of waterlines and fire hydrants to the following alleyways: between 6th and 7th (from Standard to Nebraska), between Lincoln and Nebraska (from 6th to 12th Street), between 11th and 12th (from Standard to Nebraska), between Standard and Lincoln (from 10th to 12th Street), and Oblate Street (from Alameda Street to Athol Street).

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 19 & 21 (2006 & 2008) funds. No budget increase to proposed amendment.

Attachments

Link: amendment

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	08/18/2010 10:19 AM	APRV
2	Perla Lopez	Perla Lopez	08/19/2010 02:38 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:12 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:43 PM	APRV

Form Started By: Estella Webber Started On: 08/18/2010 08:40 AM

Final Approval Date: 08/20/2010

PUBLIC HEARING NOTICE
CITY OF SAN JUAN
URBAN COUNTY PROGRAM
PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of San Juan will conduct a Public Hearing to solicit input from interested parties on the City's proposed Program Amendment to its Urban County program, Year 19 & 21 (2006 & 2008).

The Public Hearing will be held on Tuesday, August 10th at 6:00 pm at San Juan's Fire Station No. 2, Commissioner's Room located on 2301 N. Raul Longoria Rd. in San Juan, Texas 78589.

Following is the proposed Program Amendment for your consideration:

Existing Work Plan	Street Improvements Year 19 (2006	Proposed Work Plan
$105,707.77	Water/Sewer Improvements	$105,707.77
$105,707.77	**TOTAL**	**$105,707.77**

The proposed amendment to the Water/Sewer Improvements line item will **delete** the installation of sewer lines and related appurtenances on Morelos Street, Antelope Street, Alameda Street, Athol Street, Carroll Drive. The amendment will **create** a water/sewer activity that will include the installation of waterlines and fire hydrants to the following streets: between 6th and 7th Street, 7th and 11th Street, 11th and 12th Street, Lincoln, Nebraska, and Standard Street. The proposed program amendment will not affect the original budget amount.

Existing Work Plan	Street Improvements Year 21 (2008)	Proposed Work Plan
$56,604.47	Water/Sewer Improvements	$56,604.47
$56,604.47	**TOTAL**	**$56,604.47**

The proposed amendment to the Water/Sewer Improvements line item will **delete** the installation of sewer lines and related appurtenances on Morelos Street, Antelope Street, Alameda Street, Athol Street, Carroll Drive. The amendment will **create** a water/sewer activity that will include the installation of waterlines and fire hydrants to the following streets: between 6th and 7th Street, 7th and 11th Street, 11th and 12th Street, Lincoln, Nebraska, and Standard Street. The proposed program amendment will not affect the original budget amount.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Mayor Pedro Contreras
City of San Juan
709 S Nebraska, San Juan, Texas 78589

STATE OF TEXAS §

COUNTY OF HIDALGO § CERTIFICATE TO COPY OF PUBLIC
CITY OF SAN JUAN, TEXAS § RECORD

I, Humberto "Bobby" Rodriguez, City Secretary of the City of San Juan, Hidalgo County, Texas, in the performance of the functions of my office hereby certify the following minutes:

CITY OF SAN JUAN COMMISSION

DATE: Tuesday, August10, 2010

TIME: 6:00 p.m.

PLACE: Fire Station #2, City Commissioners Room
2301 N. Raul Longoria
San Juan, Texas

MEMBERS PRESENT: Pedro Contreras, Mayor
Lupe Rodriguez, Mayor Pro-Tempore
Bob Garza, Commissioner
Armando Garza, Jr., Commissioner; arrived@6:15 p.m.
Eddie Suarez, Commissioner
Gilbert Vasquez, City Attorney for Jerry Munoz
Ronnie Cruz, City Engineer

MEMBERS ABSENT:

STAFF PRESENT: J.J. Rodriguez, City Manager
Bobby Rodriguez, City Secretary
Tirso Garza, Fire Chief
Juan Gonzalez, Chief of Police
Miki McCarthy, EDC Director
Ramiro Lopez, Finance Director
Armandina Sesin, Library Director
Betsy Gutierrez, Parks & Recreation Director
Ruben Rojas, Streets and Sanitation Director
Trini Cantu, Utility Director

ORDER OF BUSINESS:

III. Public Hearing

A. Hold Public Hearing to Solicit Input from Interested Parties on the City's Proposed Program Amendment to its Urban County Program, Year 19 & 21 (2006 & 2008) For Water and Waste Water Improvements.

DISCUSSION: Mayor Pedro Contreras opened the Public Hearing at 7:26 p.m. and with a motion by Commissioner Armando Garza and a Second by Commissioner Bob Garza. There were no comments by the public on the item and the Public Hearing was closed at 7:31 p.m. with a motion to close by Mayor Pro Tem Lupe Rodriguez and a second by Commissioner Eddie Suarez

Said records, reports or documents are official public records of the City of San Juan, Texas; said reports or documents authorized by law. To be recorded or filed in my office and are kept and recorded or filed in my office; I'm the custodian of said records, reports or documents and I'm authorized to certify these facts as City Secretary;

In witness whereof, I have executed this certificate to copy of public

Record and affixed the official seal of the City of San Juan, Texas this 12th day of August 12, 2010.

CITY OF SAN JUAN, TEXAS

Humberto "Bobby" Rodriguez

Humberto "Bobby" Rodriguez
CITY SECRETARY

Mayor: Pedro Contreras
Mayor Pro-Tem: Lupe Rodriguez
Commissioners: Bob Garza
Armando Garza, Jr.
Eddie Suarez

August 18, 2010

Candace J Armenta
Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Waterline Improvement Project

Dear Ms. Armenta:

This is to notify you that the City Commission of the City of San Juan, at their regular meeting of July 13, 2010, has authorized me to submit a project amendment request to the Hidalgo County Urban County Program for consideration of a "new" waterline project for downtown San Juan in lieu of two other projects previously contemplated. The "new" project consists of upgrading an existing 6-inch waterline to an 8-inch waterline with fire protection. Please refer to the attached map and amendment form.

The City had previously requested consideration of two other projects as follows:

1. Sanitary sewer line installation for Morelos Street, Antelope Street, Alameda Street and Athol Street; and
2. Sanitary sewer line installation on Carroll Drive.

It appears that the first project is not viable due to it not meeting the State Model Subdivision Rules while the second project has been completed by the City.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

c: Ronnie Cruz, P. E., City Engineer

709 S. Nebraska Ave., San Juan, Texas 78589 • Phone: (956) 702-6400 • Fax: (956) 787-5978

AI-22557 **17.D.**

Amendment - City of Alamo Street Improvements project

CC REGULAR

Date:	08/24/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Consideration and Approval of Budget & Program Amendment to the Urban County Program, City of Alamo Fiscal Years 20 & 22 (2007 & 2009) CDBG work plans to utilize surplus funding from Street Improvements line items to include an additional project activity.

BACKGROUND

The City of Alamo is requesting approval of the Budget & Program Amendment for Program Years 20 & 22 (2007 & 2009). The project will include the purchase and installation of solar street lights along Duranta Avenue (from Tower Road to Alamo Road) and along Main Street Park (between 9th Street and 7th Place.). See attached public hearing notice for project consideration. A public hearing was held on August 3, 2010 at 7:00 p.m. and citizen participation requirements have been met. (Letter of request from City of Alamo is attached for your review.)

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 20 & 22 (2007 & 2009) funds. No budget increase to proposed amendment.

Attachments

Link: budget & prog. amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2010 10:18 AM	APRV
2	Perla Lopez	Perla Lopez	08/19/2010 02:27 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:13 PM	APRV

Form Started By: Estella Webber

Started On: 08/17/2010 04:38 PM

Final Approval Date: 08/20/2010

PUBLIC HEARING NOTICE
CITY OF *ALAMO*
URBAN COUNTY PROGRAM

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of ***Alamo*** will conduct a Public Hearing to solicit input from interested parties on the City's proposed Program Amendment to its Urban County program, **Year 20 & 22 (2007 & 2009)**.

The Public Hearing will be held on **August 3, 2010 *at 7:00PM*** at the ***Alamo*** City Hall located at **420 North Tower Road.**

Following is the proposed Program Amendment for your consideration:

Existing Work Plan	Project Activity Year 20 (2007)	Proposed Work Plan
$ 52,120.00	Street Improvements	$ 52,120.00
$ 52,120.00	**TOTAL**	**$ 52,120.00**

The proposed amendment to the Street Improvements line item will **include** a new project: the installation of solar street lights along Duranta Avenue (from Tower Road to Alamo Road and along Main Street Park between 9th Street and 7th Place). There are surplus funds in the amount of **$2,120.00**. The proposed program amendment will not affect the original Year 20- 2007budget, all projects were completed.

Existing Work Plan	Project Activity Year 22 (2009)	Proposed Work Plan
$ 99,516.00	Street Improvements	$ 99,516.00
$ 99,516.00	**TOTAL**	**$ 99,516.00**

The proposed amendment to the Street Improvements line item will **delete** the Ridge Road project and will **include** the installation of solar street lights along Duranta Avenue from Tower Road to Alamo Road and along Main Street Park between 9th Street and 7th Place. The proposed program amendment will not affect the original Year 22- 2009 budget, only the project being proposed. Notice is given that a balance of **$98,929.65** is available for the proposed project.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 787-0006. Written comments may be forwarded attention to:

Mayor Rudy Villarreal
City of Alamo
420 North Tower Road
Alamo, Texas 78516

Rudy Villarreal
Mayor

Eleazar Escobedo
Mayor Pro-tem

Victor Perez
Commissioner

Diana Martinez
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

CITY OF ALAMO
BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
TUESDAY, AUGUST 3, 2010 - 7:00 P.M.
ALAMO MUNICIPAL BUILDING
420 N. TOWER ROAD
ALAMO, TEXAS 78516

At anytime during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the city attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At anytime during the course of this meeting the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the requirements that meetings be open set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

AT THIS MEETING THE CITY COMMISSION MAY DELIBERATE ON AND TAKE ANY ACTION DEEMED APPROPRIATE BY THE CITY COMMISSION ON THE FOLLOWING SUBJECTS:

AGENDA

I. CALL MEETING TO ORDER

A. Pledge of Allegiance

B. Invocation

C. Consideration and action to approve the minutes of the regular meeting held on Tuesday, June 1, 2010.

PUBLIC HEARING REGARDING PROGRAM AMENDMENT TO THE CITY OF ALAMO'S URBAN COUNTY PROGRAM FY 207 AND 2009 WORK PLAN

D. Consideration and action regarding a program amendment to the City of Alamo's Urban County Program FY 2007 and 2009 Work Plan.

E. Consideration and action to set salary for the City Inspector position.

F. Consideration and action on an ordinance to amend the General Fund Budget to increase the revenue line item and football camp expenditure line item for the Parks and Recreation Department..

G. Consideration and action to purchase a heavy duty trash pump and trailer through the Houston-Galveston Area Council from Nueces Power and Equipment.

H. Consideration and action to purchase a pick-up truck through the Houston-Galveston Area Council from Philpott Motors.

I. Consideration and action on a proposed project to alleviate the drainage problem at the intersection of Alamo Road and Duranta Avenue.

CITIZEN PARTICIPATION: Five minutes per person with no response from the City Commission. Residents must sign up prior to the city meeting.

II. ADJOURNMENT

Citizens are encouraged to sign the attendance sheet.

Posted By:

Margot Saenz

Margot Saenz, City Secretary
July 30, 2010 @ 5:00 p.m.

AI-22576 **18.A.**

Planning Department

CC REGULAR

Date:	08/24/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Final Approval of Subdivision Plat with Financial Guarantee:
Moulin Rouge Ranches – Pct. 4 (Richard Garza)

BACKGROUND

Fiscal Impact

Attachments

Link: Moulin Rouge Ranches - Final

Link: Moulin Rouge Ranches;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 08:32 AM	APRV
2	Olga Garza	Olga Garza	08/19/2010 02:58 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 02:23 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 02:33 PM	APRV

Form Started By: Nora Cavazos — Started On: 08/18/2010 03:22 PM

Final Approval Date: 08/20/2010

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: August 24, 2010

RE: **Moulin Rouge Ranches Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Moulin Rouge Ranches is a twelve (12) lot subdivision located along the North side of Sioux Road approximately ½ mile East of Tower Road.

The proposed Subdivision lies within the City of Alamo E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on March 23, 2010. The proposed subdivision lies within a Zone "C & A" as per FEMA's FIRM.

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

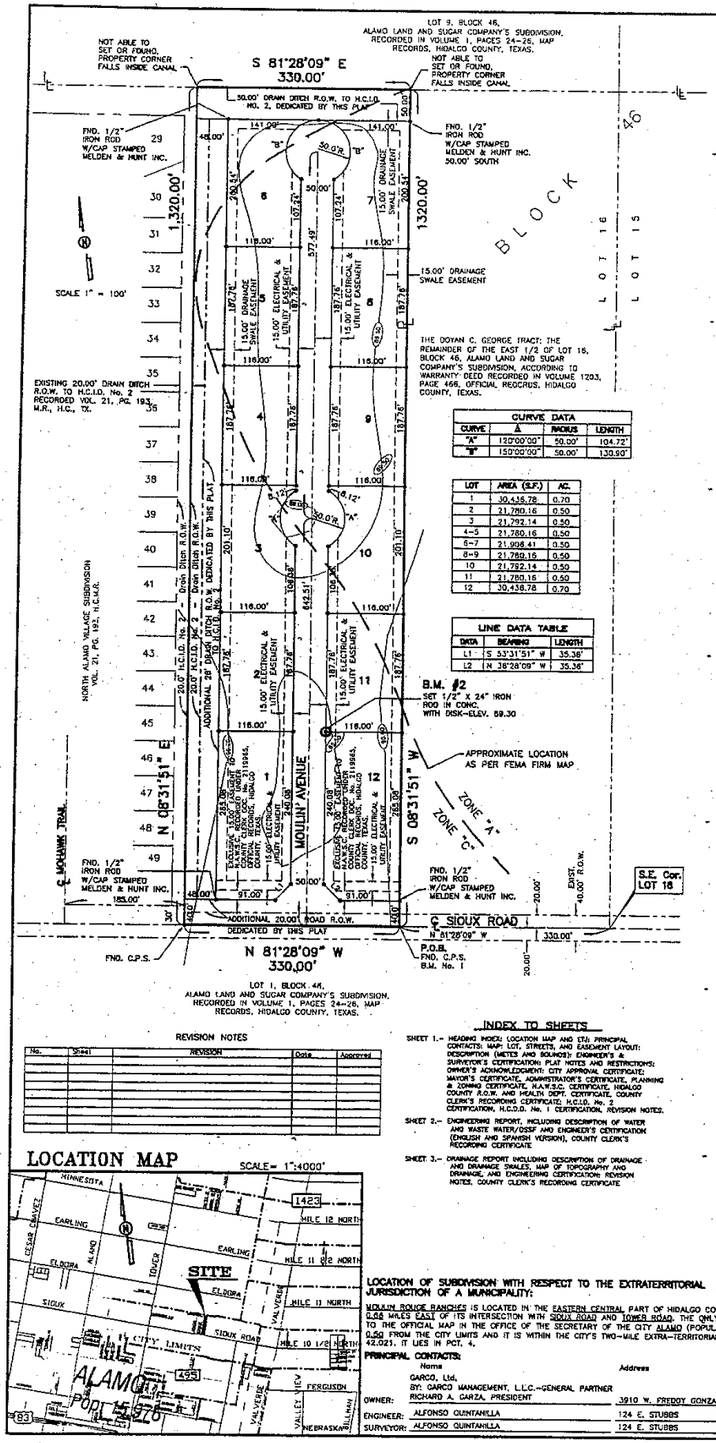
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Sioux Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court as Nature View Subdivision on June 1, 2010. The Subdivider is requesting Final Approval with a Cash Deposit. A Cash Deposit in the amount of $12,000.00 was submitted to the Planning Department and deposited into Escrow for Septic Tanks Account No. 00-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of twelve (12) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 17, 2010.**



CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	172°00'00"	50.00'	104.72'
"B"	150°00'00"	50.00'	130.90'

LOT	AREA (S.F.)	AC.
1	30,435.78	0.70
2	21,780.16	0.50
3	21,792.14	0.50
4-5	21,780.16	0.50
6-7	21,908.41	0.50
8-9	21,780.16	0.50
10	21,792.14	0.50
11	21,780.16	0.50
12	30,438.78	0.70

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°31'51" W	35.36'
L2	N 38°28'09" W	35.36'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE= 1":4000'

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "A"
AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS ARE NOT DETERMINED.
&
FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING; (NO SHADING.)
COMMUNITY PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- LEGEND • - DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4656, UNLESS OTHERWISE NOTED.

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 2 THROUGH 11. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- LOTS 1 AND 12 SHALL BE FOR COMMERCIAL, RESIDENTIAL OR MULTIFAMILY USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR ALL COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET, 18" ABOVE NATURAL GROUND OR 50.00 FEET, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.- SETBACKS:
FRONT ..... 25.00 FEET FRONT FROM SIOUX RD ..... 40.00 FEET
FRONT GARAGE/CARPORT ..... 10.00 FEET
REAR ..... 10.00 FEET
SIDE ..... 5.00 FEET
CORNER SIDE ..... 10.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

7.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1- 91.03 C.P.S. FOUND LOCATED AT THE SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2- ELEVATION= 59.30 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 12. N.A.V.D. 88 DATUM.

8.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 21.72(4.3) CUBIC -FEET (0.50 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REGULATIONS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3.

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

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

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

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

13.- PRESIDENT OF GARCO MANAGEMENT, L.L.C., THE OWNER & SUBDIVIDER OF MOULIN ROUGE RANCHES HEREBY AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEK ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATION HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORBTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

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

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

18.- LOTS 1 AND 12 SHALL HAVE ACCESS/DRIVEWAY ONTO MOULIN AVE. & SIOUX ROAD SAID LOTS ARE FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE DESIGNATED FOR COMMERCIAL USE, THEN THE LOTS OWNER WILL BE REQUIRED TO INSTALL A 6.0' BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 10 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

19.- IF LOTS 1 & 12 ARE FOR RESIDENTIAL USE, ACCESS TO LOTS SHALL BE FROM MOULIN AVENUE. NO ACCESS TO SIOUX ROAD WILL BE PERMITTED.

20.- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

INDEX TO SHEETS

SHEET 1.- HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; CITY APPROVAL CERTIFICATE; MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, H.A.M.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.I.D. No. 2 CERTIFICATION, H.C.D.D. No. 1 CERTIFICATION, REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

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

MOULIN ROUGE RANCHES IS LOCATED IN THE EASTERN CENTRAL PART OF HIDALGO COUNTY ON THE NORTH SIDE OF SIOUX ROAD, APPROXIMATELY 0.66 MILES EAST OF ITS INTERSECTION WITH SIOUX ROAD AND TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY ALAMO (POPULATION 15,270). MOULIN ROUGE RANCHES LIES APPROXIMATELY 0.50 FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ.) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

SUBDIVISION PLAT OF:

MOULIN ROUGE RANCHES

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2075650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE WEST 10.00 ACRES OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2075650, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 16 AND IN THE CENTERLINE OF SIOUX ROAD FOR THE SOUTHWEST CORNER OF THE DOYAN C. GEORGE TRACT (REMAINDER OF THE EAST HALF OF LOT 16, BLOCK 46, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1203, PAGE 466, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 81°28'09" W, 330.00 FEET FROM THE SOUTHEAST CORNER OF LOT 16.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 16 AND THE CENTERLINE OF SIOUX ROAD, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF NORTH ALAMO VILLAGE SUBDIVISION (RECORDED IN VOLUME 21, PAGE 193, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF NORTH ALAMO VILLAGE SUBDIVISION, PASSING AT 20.00 FEET THE NORTH RIGHT OF WAY LINE OF SIOUX ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE NORTH LINE OF LOT 16 FOR THE NORTHEAST CORNER OF NORTH ALAMO VILLAGE SUBDIVISION AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 16, A DISTANCE OF 330.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THE DOYAN C. GEORGE TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE DOYAN C. GEORGE TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC FOUND AT 50.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH, PASSING AT 1,300.00 FEET THE NORTH RIGHT OF WAY LINE OF SIOUX ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HUISACHE ACRES No.2, RECORDED IN VOLUME 43, PAGE 131, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA R.P.L.S. No. 4656

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA P.E. No. 93334 — 7-28-10 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITHESS WHEREOF the said Grantor executed this instrument this 29 day of JULY, 2010

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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

I, GARCO, Ltd., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, GARCO MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY ITS PRESIDENT, RICHARD A. GARZA, AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MOULIN ROUGE RANCHES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE ABOVE FACTORS IN THIS PLAT ARE TRUE AND COMPLETE.

7-28-10 DATE

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.-GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 28th day of July, 2010.

LILIA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012

LILIA A. QUINTANILLA- NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the MOULIN ROUGE RANCHES was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ Hidalgo County Judge — date
ATTEST: _____ Hidalgo County Clerk — date

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE 24TH DAY OF AUGUST, 2010

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

_____ PRESIDENT — ATTEST: Bea Fortenberry SECRETARY

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ALAMO TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ DATE — _____ CHAIRMAN PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF ALAMO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ CITY SECRETARY — _____ MAYOR

_____ DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MOULIN ROUGE RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____

_____ HIDALGO COUNTY HEALTH INSPECTOR — _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MOULIN ROUGE RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____

_____ HIDALGO COUNTY RIGHT OF WAY DIRECTOR — _____ DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO. 1 OF 3 SHEETS	FILENAME: I:\DATA\SUBDIVISION\ALAMO\MOULIN ROUGE RANCHES\PLAT			
	DATE PREPARED: MARCH 5, 2010	PREPARED BY: LG	CHECKED BY:	APPROVED BY
	DATE REVISED:		CHECKED BY:	APPROVED BY

AI-22609 **19.A.**

Appropriation of funds for 2009 Homeland Security Grant
CC REGULAR

Date:	08/24/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Belinda Alvarez, Emergency Management
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the 2009 Homeland Security Grant program (HSGP)

2. Approval of 2010 appropriation of funds for the 2009 Homeland Security Grant from the Texas Division of Emergency Management (TDEM) in the amount of $34,265.76

BACKGROUND

Acceptance of grant award was on 10/27/09 AI-17997

Total amount of grant is $843,860.48.

At this time, $34,265.76 will be appropriated for expenditures of portable radios.

The program provides funds to build capabilities at the state and local levels and to implement the goals and objectives included in state homeland security strategies and initiatives in their State Preparedness Report. Funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-429-10-300-027-2-748

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

BUDGETARY IMPACT:

Revenue account : 0-1283-331-12-300-027-2-000
(2009 HS SHSP-LEAP)

Attachments

Link: Grant Appropriation (HSGP)

Link: Breakdowns

Link: Cert of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	08/20/2010 11:30 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2010 01:59 PM	APRV
3	Budget & Management	Erika Zamora	08/20/2010 02:34 PM	APRV
4	Manuel Chapa	Manuel Chapa	08/20/2010 02:57 PM	APRV
5	Auditor's Office	Linda Fong	08/20/2010 04:29 PM	APRV
6	Mike Escaname		08/20/2010 05:29 PM	NEW

Form Started By: Rolando Garcia

Started On: 08/19/2010 02:42 PM

Final Approval Date: 08/20/2010

DATE: August 19, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Emergency Management (1283)

AI-22609

ACCOUNT NUMBER: 0-1283-429-10-300-027-2-XXX

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1283-429-10-300-027-2-748	HS SHSP-LEAP - OTHER EQUIPMENT	34,265.76
	TOTAL APPROPRIATION	**34,265.76**
0-1283-331-12-300-027-2-000	2009 HS SHSP-LEAP - REV	34,265.76
	TOTAL REVENUES	**34,265.76**
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:
To appropriate a portion of the 2009 Homeland Security grant from Texas Division of Emergency Management in the amount of $34,265.76 (Federal Grant Award# 2009-SS-T9-0064) Ref:AI-17997 10/27/09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Hidalgo County applied and was approved for four SHSP and SHSP-LEAP Grants.

Grant	Amount Requested	Amount Approved	Request
SHSP	159,355.64	**125,505.90** B	Aircards, video conferencing, regional video remote plan
SHSP	354,375.00	**401,098.65** C	9 repeaters in Cameron, Willacy and Hidalgo Counties
		526,604.55 A	**SHSP TOTAL**
SHSP-LEAP	432,000.00	**34,265.76** B	Portable Radios
SHSP-LEAP	433,125.00	**433,125.00** B	9 repeaters in Cameron, Willacy and Hidalgo Counties
		467,390.76 A	**SHSP-LEAP TOTAL**

Amounts Awarded through Texas Division of Emergency Management

SHSP	A	**526,604.55**
	B	-125,505.90 for Video Conferencing Equipment
	C	401,098.65 remaining amount to be used for 9 repeaters
SHSP-LEAP	A	**467,390.76**
	B	-317,255.93 amount already awarded to County
	B	**150,134.83** ***amount still pending for award***

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

August 20, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$843,860.48	2009-SS-T9-0064 Homeland Security Grant Program (HSGP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/23/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-22451 **20.A.**

2010 - Full Contract - Donna Independent School District

CC REGULAR

Date: 08/24/2010
Submitted By: Sandra Aguirre, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and Donna Independent School District for their special election to be held on September 18, 2010

BACKGROUND

Two (2) originals - Contracts for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Donna ISD - September 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/20/2010 09:27 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 10:07 AM	APRV
3	Roland Garcia	Rolando Garcia	08/20/2010 11:35 AM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 02:23 PM	APRV
5	Purchasing Department	Marty Salazar	08/20/2010 03:55 PM	APRV

Form Started By: Sandra Aguirre Started On: 08/11/2010 03:38 PM

Final Approval Date: 08/20/2010

THE STATE OF TEXAS §
§ **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the Donna Independent School District, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a special election to be held on September 18, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Election Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the September 18, 2010 special election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, THE ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledge, do hereby agree to hold contract, covenant and agree as follows:

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its special election to be held on September 18, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 THE ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

1. The authority with whom applications of candidates for a place on a ballot are filed;
2. The authority with whom documents are filed under Title 15; or
3. The authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

Section 3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic;
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by

the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Jesus Rene Reyna, Asst. Supt. For Bus. & Finance
116 W. 10th Street
Donna, TX

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Section 8.02 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 11th day of August, 2010

BY: **Donna Independent School District**
NAME OF LEASING ENTITY

BY: Jesus R. Reyna
PRINT: Jesus R. Reyna
TITLE: Asst. Supt. for Business & Finance

ATTEST BY: David Robledo
PRINT: David Robledo
TITLE: Finance Supervisor

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

BY: _____
STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-22584 **20.B.**

2010 - Full Contract - La Joya Independent School District

CC REGULAR

Date:	08/24/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and La Joya Independent School District for their special election to be held on September 18, 2010.

BACKGROUND

Two (2) originals - Contracts for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: La Joya ISD - September 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/20/2010 09:28 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 10:10 AM	APRV
3	Roland Garcia	Rolando Garcia	08/20/2010 11:41 AM	APRV
4	Perla Lopez	Perla Lopez	08/20/2010 02:13 PM	APRV
5	Auditor's Office	Linda Fong	08/20/2010 02:24 PM	APRV
6	Purchasing Department	Marty Salazar	08/20/2010 03:57 PM	APRV

Form Started By: Sandra Aguirre Started On: 08/18/2010 04:33 PM

Final Approval Date: 08/20/2010

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the La Joya Independent School District, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a special election to be held on September 18, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Election Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the September 18, 2010 special election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, THE ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledge, do hereby agree to hold contract, covenant and agree as follows:

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its special election to be held on September 18, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 **THE ENTITY** shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

1. The authority with whom applications of candidates for a place on a ballot are filed;
2. The authority with whom documents are filed under Title 15; or
3. The authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

Section 3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the special election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour

for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Alda T. Benavides, Superintendent
201 E Expressway 83
La Joya, TX 78560

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Section 8.02 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2010

BY: La Joya Independent School District
NAME OF LEASING ENTITY

BY: _____

PRINT:_____

TITLE: _____

ATTEST BY:_____

PRINT: _____

TITLE: _____

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY:_____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

BY: _____
STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-22565 **20.C.**

2010 - Full Contract - Mercedes Independent School District

CC REGULAR

Date:	08/24/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and Mercedes Independent School District for their election to be held on November 2, 2010.

BACKGROUND

Two (2) originals - Contracts for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Mercedes ISD - November 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	08/20/2010 09:29 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 10:09 AM	APRV
3	Roland Garcia	Rolando Garcia	08/20/2010 11:36 AM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 02:26 PM	APRV
5	Dina Trevino	Angela Garcia	08/20/2010 02:52 PM	APRV
6	Purchasing Department	Marty Salazar	08/20/2010 03:56 PM	APRV

Form Started By: Sandra Aguirre Started On: 08/18/2010 10:27 AM

Final Approval Date: 08/20/2010

THE STATE OF TEXAS §
§ **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the Mercedes Independent School District, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 2, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Election Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 2, 2010 election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, THE ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledge, do hereby agree to hold contract, covenant and agree as follows:

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on November 2, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 **THE ENTITY** shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

1. The authority with whom applications of candidates for a place on a ballot are filed;
2. The authority with whom documents are filed under Title 15; or
3. The authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

Section 3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic;
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by

the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Olga Hinds, CFO
P.O. Box 419
Mercedes, TX 78570

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Section 8.02 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 14th day of August, 2010

BY: **Mercedes Independent School District**
NAME OF LEASING ENTITY

BY: Monte R. Churchill
PRINT: Monte R. Churchill
TITLE: School Board President

ATTEST BY: George Cardenas
PRINT: George Cardenas
TITLE: School Board Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

BY: _____
STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-22519 **21.A.**

DHHS 2011 Budget

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of 2011 Department of Health and Human Services Continuation Budget

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: 2011 DHHS Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:15 AM	APRV
2	Roland Garcia	Rolando Garcia	08/19/2010 04:05 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:16 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:40 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 07:40 AM

Final Approval Date: 08/20/2010

2011 DHHS BUDGET

VI. PROGRAM OPERATIONS

A. 1. 2010 DHHS Continuation Budget

Hidalgo County Head Start
MEMORANDUM

"Children first..."

Date: August 8, 2010

To: Hidalgo County Policy Council

From: Teresa Flores, Executive Director

Subject: 2011 Budget (Health and Human Services Dept.)

The Hidalgo County Head Start Program Budget for fiscal year 2011 is attached for your review, consideration and approval.

The Hidalgo County Head Start Program will submit a Continuation Funding Application for FY2011 (1/1/2011 to 12/31/2011) under Grant No. O6CH0 183 to the Department of Health and Human Services in the amount of **$23,951,246.** This amount represents an increase of **$422,815** over last year's initial award as a result of the COLA (Cost Of Living Adjustment) awarded in midyear 2010.

This application reflects the input and collaboration among all Head Start department heads as well as the combined efforts of the Policy Council parents and community representatives. This budget proposal is a plan to maximize the Federal grant award with our local resources by utilizing a streamlined organizational structure to deliver quality services. The proposed budget for 2011 includes, as in 2010, a reallocation of costs from fringe benefits to other line items, as a result of the County's decision to again utilize the Workers Compensation fund balance to pay for premiums in fiscal year 2011.

The most significant changes when comparing the 2010 budget to the proposed 2011 budget are reflected in the following line items.

- **Salaries $322,438.86.** The increase in this line item is due to the additional funding awarded under the COLA (Cost Of Living Adjustment) in 2010. Salaries will remain at the same level for 2011, until the next COLA increase is awarded and authorized.

  Two (2) new positions are included in this budget. An **MIS Computer Technician** with an annual salary of $21,299.20, to assist with the increase in classroom computers as a result of the additional 120 children and seven (7) additional classrooms for expansion. In addition this position will assist with the maintenance and use of current hardware and software for all program operations. The other new position is a **clerical position** with an annual salary of $17,550.54 for Edinburg IV. This center's enrollment has increased by forty (40) children or two (2) additional classrooms. Currently all centers with eight (8) classrooms or more are assigned a center clerk.

Administration is also including in this budget the reclassification of one vacancy in the Field Operations department from **Warehouse Courier,** with an annual salary of $17,555.20, to **Warehouse Coordinator,** with an annual salary of $29,224.00. This position will be responsible for a computerized perpetual inventory system, shipping and receiving, and for the supervision of the deliveries of supplies to all centers. This position will also strengthen our internal controls resulting in better accountability of program supplies and equipment.

The position of Mental Health Director with an annual salary of $52,609.02 has been reclassified to Mental Health Coordinator with an annual salary of $37,060.61, as per Policy Council (11/8/2010). This position reports to the direction of the Director of Health.

- **Fringe Benefits $906,326.50.** The increase in this line item is due to health insurance premiums budgeted at the undiscounted rate. If rates are discounted after the submittal of the budget, administration will make the appropriate recommendation to the Policy Council. In addition fringe benefits also amplified as a result of the COLA (Cost Of Living Adjustment) increase.

- **Equipment ($90,000).** The reduction in this line item indicates that any equipment needed under this grant award was purchased in 2010. No additional equipment will be necessary in 2011.

- **Supplies ($496,756).** Expenses in the category are significantly reduced in 2011, due to the additional purchases made possible in 2010 as a result of the reduction in workers compensation rates and health insurance premium discounts.

- **Other ($219,194.39).** This category will also be significantly reduced for 2011. The most significant of these is our expenses for **telephone**. In 2010 a new telephone system was approved which included a one-time equipment cost. It is anticipated that the new more efficient system will also be a catalyst for cutting communication overall costs. **Fuel** has also been reduced as we participate more fully in the County's Co-op contract.

More detailed changes impacting all other line items are reflected in the attached Budget Analysis for review and discussion.

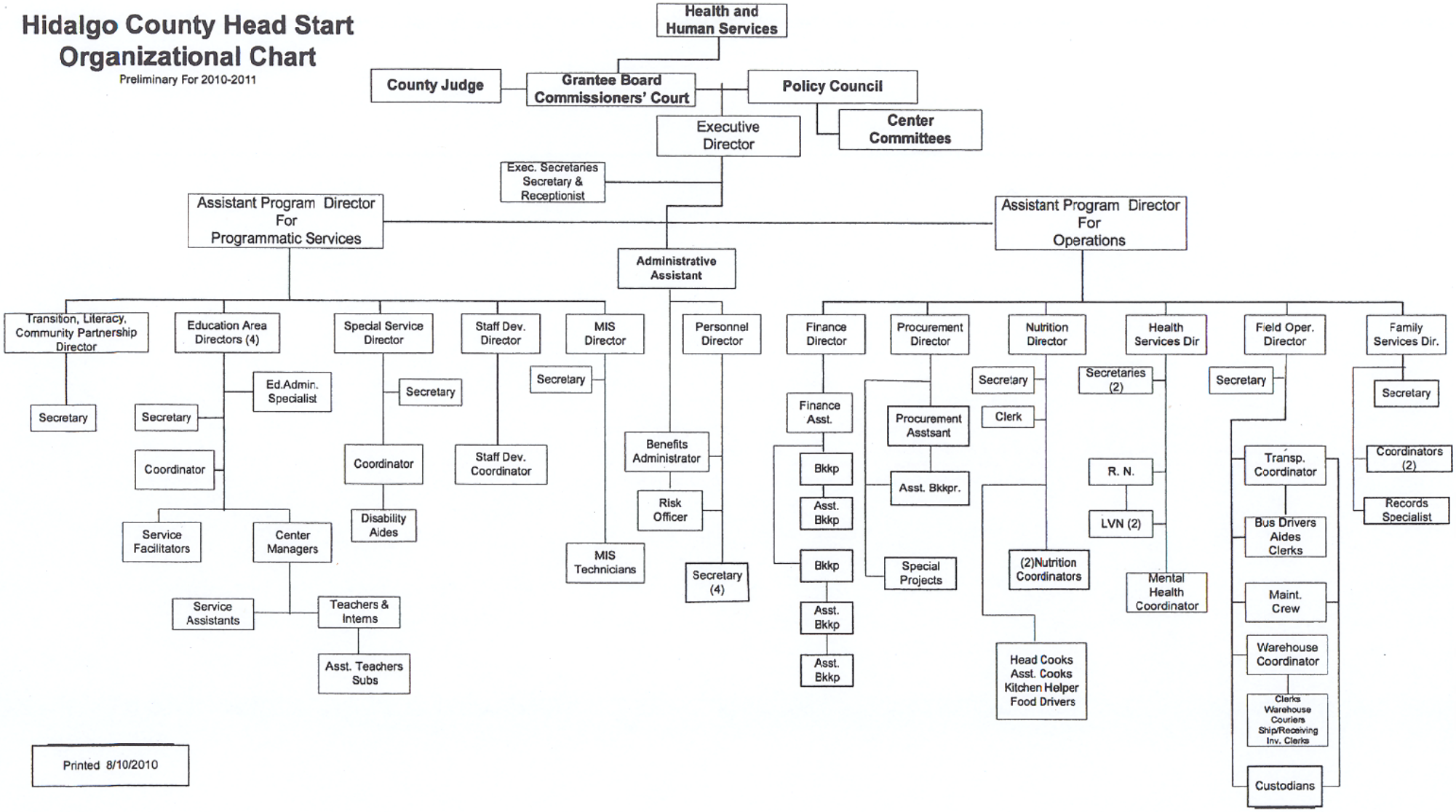
Hidalgo County Head Start Program
2011 Budget Analysis

Description	2010	2011	Difference	Comments/Notes
Salaries/Fringes				
Salaries	15,632,552.45	15,954,991.31	322,438.86	Cost of Living Adjustment
Fringes/Pension Adm Costs	4,475,991.18	5,382,317.68	906,326.50	In FY2010 health ins costs were reduced by 30% and W/C costs were not assessed
Total Salaries/Fringes	**20,108,543.63**	**21,337,309.00**	1,228,765.37	
Out of TownTravel	**10,000.00**	**10,000.00**	0.00	
Equipment	**90,000.00**	**-**	(90,000.00)	Purchased new vans in 2010/New color printer needed for 2011
Supplies				
Office	102,587.60	94,000.00	(8,587.60)	Reduction in costs/orders
Postage	6,500.00	10,000.00	3,500.00	Costs for postage has increased from .41cents to .44cents
Classroom/Consum	300,000.00	176,659.20	(123,340.80)	Savings on health benefits in 2010 allowed for more spending for classroom supplies
Classroom/Non Con	457,401.77	153,159.19	(304,242.58)	Savings on health benefits in 2010 allowed for more spending for classroom supplies
Maintenance	215,000.00	215,000.00	0.00	
Janitorial	100,000.00	100,000.00	0.00	
Medical	20,500.00	15,500.00	(5,000.00)	Reduction in costs/orders
Playground	0.00	900.00	900.00	Special playground equipment needed for disability children enrolled
Operational	168,000.00	108,015.00	(59,985.00)	Reduction in costs/orders
Total Supplies	**1,369,989.37**	**873,233.39**	(496,755.98)	
Other				
Center Space	155,000.00	155,000.00	0.00	
Telephone	322,900.00	165,300.00	(157,600.00)	New phone system was budgeted for 2010
Utilities	673,000.00	669,255.61	(3,744.39)	New thermostats were installed and roof repairs were done/increased efficiency
Local Travel	102,000.00	97,000.00	(5,000.00)	Federal reimbursement rates ($.55) were reduced to $.50
Renovations	0.00	0.00	0.00	
Audit	32,000.00	32,000.00	0.00	
Dental Serv	24,500.00	27,000.00	2,500.00	Additional student enrollment
Disability Serv	13,000.00	8,000.00	(5,000.00)	More children qualify for medicaid services
Mental Health	33,000.00	32,150.00	(850.00)	More children qualify for medicaid services
Medical Serv	10,000.00	12,000.00	2,000.00	Additional student enrollment
Printing- Admin	9,700.00	9,700.00	0.00	
Printing Center	32,300.00	33,800.00	1,500.00	Rising printing costs
Subscriptions	0.00	0.00	0.00	
Insurance	142,000.00	142,000.00	0.00	
Vehicle Maintenance	150,000.00	150,000.00	0.00	
Fuel	173,000.00	125,000.00	(48,000.00)	County Co-op contract
Equip. Repair-Admin	10,000.00	3,000.00	(7,000.00)	Updated/new equipment
Equip. Repair-Center	48,000.00	48,000.00	0.00	
Equip. Rental	12,900.00	12,900.00	0.00	
Parent Involvement	30,000.00	32,000.00	2,000.00	Rising costs for parent incentives and additional student enrollment
Babysitting Reimb	2,880.00	2,880.00	0.00	
CDA/ T.T.A.	269,033.00	269,033.00	0.00	
Legal Fees	57,500.00	57,500.00	0.00	
Advertising	5,000.00	5,000.00	0.00	
AA Program	65,000.00	65,000.00	0.00	
Total Other Expend.	**2,372,713.00**	**2,153,518.61**	(219,194.39)	
Total Oper. Budget	**$3,842,702.37**	**$3,036,752.00**	(805,950.37)	
Total Budget	**23,951,246.00**	**24,374,061.00**	422,815.00	*Difference is Cost of Living Adjustment*

8/11/2010

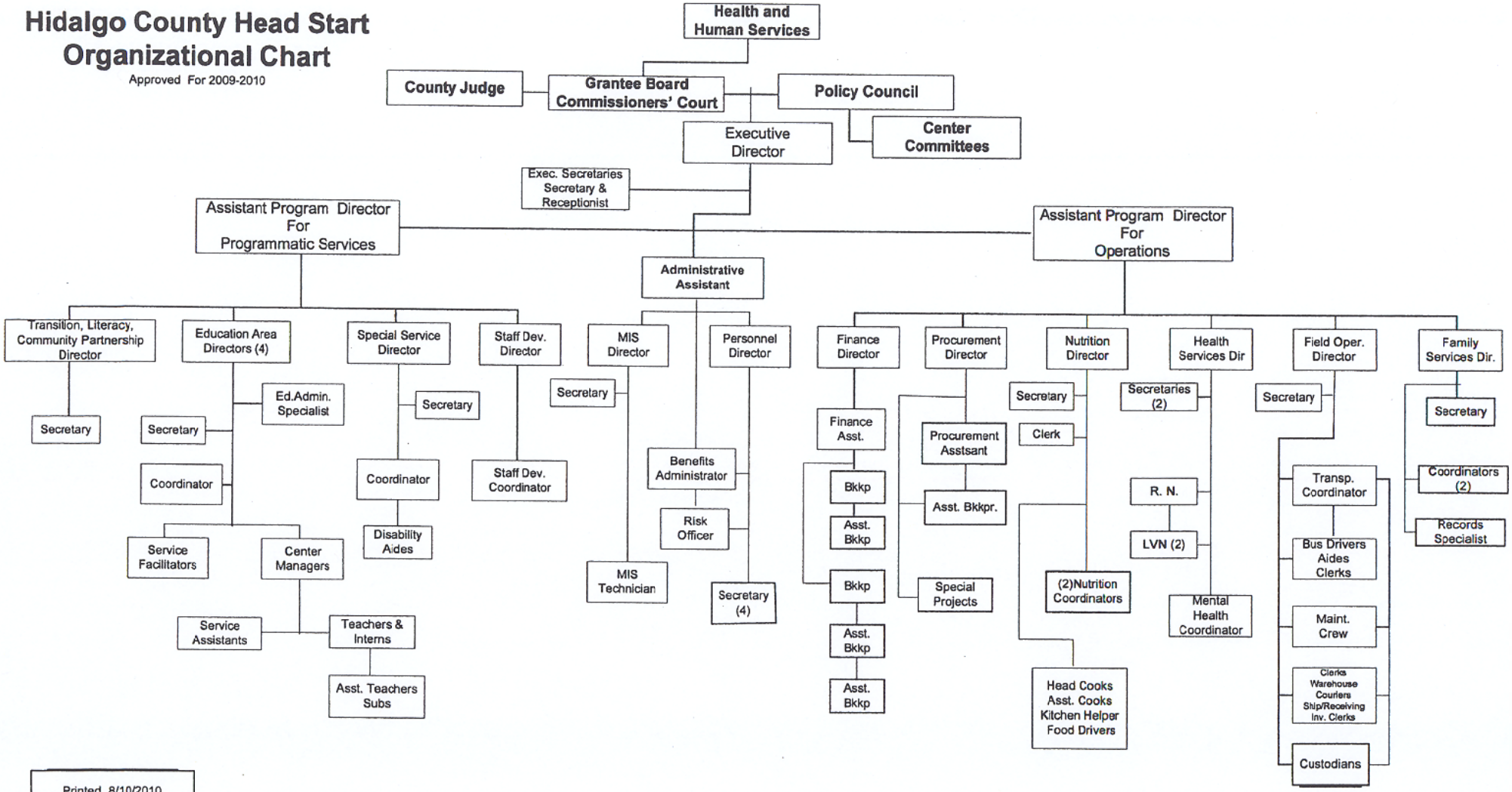
Hidalgo County Head Start Organizational Chart

Preliminary For 2010-2011



Hidalgo County Head Start Organizational Chart

Approved For 2009-2010



Printed 8/10/2010

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Regional Office VI
1301 Young St, Room 937
Dallas, TX 75202-5433

July 1, 2010

Rene Ramirez, County Judge
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540-0117

Re: Grant No. 06CH0183

Dear Ms. Ramirez:

An application for continued refunding of your organization's Head Start and/or Early Head Start grant for the budget period 01/01/2011 - 12/31/2011 is due 10/1/2010, ninety days prior to the start of your budget period. This letter provides guidance on the requirements for submission of the continuation application.

For planning purposes, the application should reflect the enrollment and funding levels in the table below.

PROGRAM ACCOUNT (PA)	PROJECTED FUNDING	FUNDED ENROLLMENT
PA 4122 – Head Start Program Operations	$24,105,028	3570
PA 4120 – Head Start Training and Technical Assistance	$269,033	
PA 4125 – Early Head Start Program Operations		0
PA 1126 – Early Head Start Training and Technical Assistance		
Total	**$24,374,061**	**3570**

The projected funding levels for PA's 4122 and 4125 reflect the permanent cost-of-living adjustment (COLA) increase of 1.84 percent contained in the Fiscal Year (FY) 2010 appropriation for the Head Start program. Funding in FY 2011 at the specified levels for PA's 4122 and 4125 noted in the above table is contingent upon your organization's submission of an approvable supplemental application in FY 2010 that meets the criteria in Program Instruction ACF-PI-HS-10-01, dated February 17, 2010. The projected PA 4120 allocation for Head Start

remains at the prior year level. The projected funding level for PA 1126 is calculated at 2.5 percent of the projected PA 4125 funding level.

Funding is contingent upon the availability of federal funds and satisfactory performance by your organization under the terms and conditions of the Head Start grant in the current budget period. The funding levels noted above must support all Head Start budgeted program costs, both direct and, if appropriate, indirect costs.

The application for continued refunding must be prepared in accordance with the instructions in Information Memorandum ACYF-IM-HS-00-12, dated April 25, 2000. This information is available electronically at the following link: http://eclkc.ohs.acf.hhs.gov/hslc. As noted in the Information Memorandum, Head Start and Early Head Start grantees are required to submit a full application once every three years. In the other two years, grantees need only submit budget information, describe the progress they are making toward their community needs and objectives and explain proposed significant changes to their programs. In preparing the summary of findings from your community assessment for a full application and the updates for abbreviated applications, you must provide a breakout of the proposed enrollment levels for each county within your service area in the application.

You are considered to be in year 3 of the application cycle and are required to complete an abbreviated application. We encourage you to carefully review ACYF-IM-HS-00-12, the attached instructions and this guidance prior to preparing your application. **Incomplete applications will not be processed and may affect the timely award of Federal funding.**

Grantees are expected to use the web-based Grant Application Budget Instrument (GABI) to complete their applications. GABI is available in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. Training materials can be found in the "Instructions" section of HSES. For further assistance, please contact HSESHelp@acf.hhs.gov or 1-866-771-4737.

Approvals

Governing body approval is required on the application for continuation funding. The Standard Form SF-424 must be submitted under the signature of the Board Chairperson, as required in Program Instruction ACF-PI-HS-06-01, dated September 19, 2006. In addition, Policy Council approval is required. A signed statement by the Policy Council Chair and accompanying minutes demonstrating participation in the development and approval of the application must be submitted with the application. If the Policy Council has not approved the application, a letter from the Policy Council indicating its reasons for withholding approval is required.

Risk Management

The risk management process implemented by the Office of Head Start is a prevention/early intervention strategy that integrates the funding, monitoring and technical assistance processes. Through this process, potential risks and areas for improvement are identified along with strengths, areas of pride and innovative practices.

Your agency recently participated in a risk management meeting and may have received a copy of the action plan shortly after the meeting occurred. The refunding application should address the action steps that were specifically identified for inclusion in either your Training and Technical Assistance (T/TA) Plan or the grant application itself.

Development of the Training and Technical Assistance Budget

Grantees should develop T/TA plans that assure sufficient resources are devoted to address all T/TA needs, particularly those which impede their ability to provide quality and comprehensive services to all enrolled children and families. The application must include your T/TA plan and an accompanying narrative on the T/TA needs. The results of the grantee's self assessment and the improvement plan must be included in the application to evaluate the appropriateness of the T/TA plan.

Grantees with identified areas of non-compliance and/or deficiencies should invest appropriate resources to assure correction is achieved. If the direct funding for T/TA is not sufficient to meet all of the identified needs in your annual T/TA plan, grantees may use operational funds available to them in the annual grant award.

Cap on Employee Compensation

Section 653 of the Head Start Act places limitations on the compensation of Head Start staff. Specifically, the Act prohibits the use of **any** Federal funds, including Head Start grant funds, to pay any part of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule, currently $179,700. Program Instruction ACF-PI-HS-08-03, issued May 12, 2008, provides guidance on this requirement and defines compensation. No funds may be charged to the Head Start grant or to any other Federal program either as a direct cost or any pro-ration as an indirect cost for an employee whose compensation exceeds $179,700. Please ensure that your refunding application demonstrates that the compensation policies of your agency and those of any delegate agencies, if applicable, comply with the compensation cap guidelines.

Submission Information

Grantees are strongly encouraged to submit refunding applications online via the HSES. If you submit the application via HSES, you must still provide the original signature pages for the Standard Form (SF) 424, Application for Federal Assistance, and SF-424B, Assurances – Non-Construction Programs, to:

Ray Bishop, Regional Grants Management Officer
Office of Grants Management
Administration for Children and Families
1301 Young Street, Room 937
Dallas, TX 75202-5433

If a grantee does not choose to submit the refunding application via HSES, the original application, required forms and certifications and two copies must be submitted to the address listed above.

A checklist is enclosed to assist you in ensuring the application contains all of the required information. If you have any questions or require assistance, please contact Alfredo Huerta, your Head Start Program Specialist, at (214)767-8859 or alfredo.huerta@acf.hhs.gov or Eric Weiss, your Grants Management Specialist, at (214)767-8823 or eweiss@acf.hhs.gov. Thank you for your cooperation and timely submission of your grant application.

Sincerely,

/s/

Susan Johnston
Regional Program Manager
Office of Head Start, Region VI

Enclosure

cc: Executive Director

AI-22520 **21.B.**

Tx Dept of Argiculture 2011 Budget

CC REGULAR

Date: 08/24/2010
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START

Information

CAPTION

Discussion/Approval of 2011 Texas Department of Agriculture Budget

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Tx Dept of Agriculture 2011 Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:16 AM	APRV
2	Roland Garcia	Rolando Garcia	08/19/2010 04:22 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:16 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:40 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 07:42 AM

Final Approval Date: 08/20/2010

2011 TD of A BUDGET

VI. PROGRAM OPERATIONS

A. 2. 2010 Texas Department of Agriculture Budget

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 18, 2010

SUBJECT: Discussion/Approval of 2011 Texas Department of Agriculture Budget

RATIONALE/NEED: As part of providing comprehensive services to our families, these funds are utilized to provide meals for all 3,690 children enrolled in our Program.

RECOMMENDATION: Administration recommends approval.

COST: Based on Reimbursement Rates

RELATED INFORMATION INCLUDES: Memorandum and Budget Information

****

INITIATED BY: Edmundo Garcia, Assistant Program Director E Garcia

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM

"Children first..."

Date: August 8, 2010

To: Hidalgo County Policy Council

From: Teresa Flores, Executive Director

Subject: 2011 Budget (Texas Department of Agriculture)

The Hidalgo County Head Start Program will submit an Application for FY2011 (10/1/2010 to 9/30/2011) to the Texas Department of Agriculture for reimbursement under the Child and Adult Care Food Program in the amount of **$2,785,055.18.** This amount represents a slight increase of **$136,240.13** over last year's budget due to an increase in the reimbursement rate of .087, for an effective rate in 2011 of $5.1625.

The most significant changes when comparing the 2010 budget to the proposed 2011 budget are mostly reflected in the following line items.

- **Salaries $77,330.45.** The increase in this line item is due to the additional COLA (Cost Of Living Adjustment) in 2010. In addition, 33% of the custodians' salaries are now funded with this budget, representing an additional 3% over last year's budget. Salaries will remain at the same level for 2011, until the next COLA increase is awarded and authorized.

- **Fringe Benefits ($38,820.66).** The decrease in this line item is due to health insurance premiums budgeted at the discounted rate for 2010. Rates for 2011 are budgeted at the undiscounted rate. If rates are discounted after the submittal of the budget, administration will make the appropriate recommendation to the Policy Council.

- **FOOD $84,882.00.** Increase due to additional children enrolled under the Head Start Expansion Grant.

- **Equipment ($27,414.57).** The reduction in this line item indicates that any equipment needed under this budget was purchased in 2010. No additional equipment is anticipated at this time.

- **Office Supplies $1,412.91.** Expenses in the category reflect the need for additional funds.

- **Utilities $38,850.00.** This is a reclassification of expenses from the supplies and equipment line item to the utilities line item, in order implement TDA's recommendation.

Texas Department of Agriculture (TDA)
Budget Analysis

Description	2009-2010	2010-2011	Difference	Comments/Notes
Salaries/Fringes				
Salaries	809,167.84	886,498.29	77,330.45	TDA is paying 33 % of the custodians salaries
Fringes/Pension Adm Costs	361,987.66	323,167.00	(38,820.66)	TDA is paying 33 % of the custodians salaries
* **Total Salaries/Fringes**	**1,171,155.50**	**1,209,665.29**	38,509.79	
Food	1,203,518.40	1,288,400.40	84,882.00	
Supplies and Equipment				
Equipment	27,414.57	-	(27,414.57)	
Non-Food Supplies	151,678.90	151,678.90	-	
Office Supplies	6,000.00	7,412.91	1,412.91	Fully staffed department and anticipate more supplies
Purchased Services				
Equipment Maintenance	30,000.00	30,000.00	-	
Vehicle Maintenance	13,000.00	13,000.00	-	
Vehicle Fuel	23,946.88	23,946.88	-	
Utilities	-	38,850.00	38,850.00	These costs were absorbed from the non-food supplies line item
Telephone	7,000.00	7,000.00	-	
Media Costs	1,000.00	1,000.00	-	
Organization Costs				
Local Travel	7,425.80	7,425.80	-	
T & TA	6,675.00	6,675.00	-	
* **Total Operating Expenses**	**1,477,659.55**	**1,575,389.89**	97,730.34	
Total Budget	**2,648,815.05**	**2,785,055.18**	**136,240.13**	*Rate per meal increased from $5.075 to $5.1625 and added 120 children*

Reimbursement Formula:

172 Service Days x 3,690 Children x 85% ADA x $5.1625 Reimbursement Rate = $2,785,055.18

Reimbursement Rate is Calculated as follows:

Breakfast	1.48
Lunch	2.74
Snack	0.74
Cash-in-Lieu of Commodities:	0.2025
Reimbursement Rate	**5.1625**

8/11/2010
2011 Budget File

AI-22521 **21.C.**

T/TA Plan

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Training and Technical Assistance (T/TA) Plan

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Training and Technical Assistance Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:17 AM	APRV
2	Roland Garcia	Rolando Garcia	08/19/2010 04:57 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 02:28 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 03:57 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 07:45 AM

Final Approval Date: 08/20/2010

TRAINING and TECHNICAL ASSISTANCE PLAN

VI. PROGRAM OPERATIONS

A. 3. T/TA Plan

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 18, 2010

SUBJECT: Discussion/Approval of Training and Technical Assistance Plan

RATIONALE/NEED: The Training and Technical Assistance Plan must be approved to comply with the Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Training and Technical Assistance Plan

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the symptoms of alcohol and substance abuse.	Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles.	Guadalupe Trevino, Sheriff County of Hidalgo	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands "If you suspect-you report"	Participants will be provided with necessary training as required by the Texas Family Code 745.8551 and the Head Start Performance Standards.	Daniel Rodriguez, Education Specialist Rio Grande Valley Council, Inc.	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive, review and acknowledge the Hidalgo County Head Start mandated policies as required by federal, state and local regulations.	To comply with federal, state and local regulations participants will review and acknowledge the mandated policies listed below: -T.B. Questionnaire -Discipline and Guidance -Reporting Child Abuse and Neglect Policy -Confidentiality Policy -Confidentiality Policy Notice Form -Dress Code Policy -Standards of Conduct Policy -Civil Rights Act -Employee Vital Information -County of Hidalgo Drug and Alcohol Policy -Absence Control Policy -Hidalgo County Ethics Policy -Sexual Harassment	Noelia Smith, Benefits Administrator Bertha Castillo, Personnel Officer Noemi Flores Risk Management Specialist	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and address sexual harassment in the workplace.	The presenter will provide information to Head Start Employees on how to recognize and prevent incidents of sexual harassment.	Rene Parrao, Hidalgo County Safety Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and implement the Human Resources Program Plan which supports the goals of the Hidalgo County Head Start Program	The presenter will provide a brief explanation on the Human Resources Program Plan Policies and Procedures, recruitment and employment of staff, organizational structure and lines of authority and communication.	Bertha Castillo, Personnel Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify how to prevent slip, trip and fall accidents and their causes.	The presenter will provide techniques to avoid injuries, the importance of safety shoes, ladders and similar equipment.	Noemi Flores, Risk Management Specialist	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize the responsibilities of professionals in reporting suspected child abuse and will become familiar with cultural costumes which are often confused with child abuse.	The presenter will use a Power Point presentation to provide information of how to detect abuse/neglect of children. In addition, formal handouts will be distributed.	Child Care Licensing Inspectors	1. Computer 2. Power Point Presentation		Pre-Service/ Ongoing	Training Calendar Survey Evaluation
Participants will focus on the caregiver's appropriate discipline of children in a classroom setting.	The presenter will present appropriate discipline and guidance techniques to children's behavior.	Child Care Licensing Inspectors	1. Computer 2. Power Point Presentation		Pre-Service/ Ongoing	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to adhere to the Civil Service Commission Rules and Regulations.	The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions.	Bertha Castillo, Personnel Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review options available to them on asset allocations and make decisions regarding their Head Start Retirement Plan.	Participants will select investment options from a listing of Mainstay Fund allocations based on a review of all options by the presenter.	Tony De Leon, CLU, CFP, MSFS New York Life	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and utilize preventive measures to promote a safer work environment.	Participants will be able to define and respond appropriately to work violence.	Rene Parrao, Hidalgo County Safety Officer Supervisor	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
The participants will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework.	Participants will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA).	Bertha Castillo, Personnel Officer Helen Meave, Education Coordinator	1. Caring for Pre-School Children Curriculum, Volumes I & II 2. Power Point Presentation 3. Essentials to complete course work.	$500.00 per person	Sept 6, 2010 12-18 Months	Training Calendar Syllabus Final CDA Assessment
Participants will be provided with information and resources that will enable them to be part of the decision making process.	The Leadership Training is provided to prepare elected parents for their roles at the center committees and the Policy Council if elected.	Teresa Flores, Executive Program Director Irma Pena, Family Services Director		$ 5, 300	Sept. 25, 2010	Training Calendar Evaluation
The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute.	Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized.	Consultant		$ 16, 000	Oct. 29 -31, 2010	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Irma Pena, Family Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Azalia Rios, Family Services Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part III.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Azalia Rios, Family Services Coordinator Erica Lara, Family Records Specialist	1. Computer 2. Power Point Presentation		Pre-Service Pre-Service	Training Calendar Survey Evaluation
Participants will be able to learn to deal with difficult clients and people in general.	Participants will learn how to control their own reactions towards difficult clients. .	Irma Pena, Family Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify the different volunteer opportunities and the requirements to become a volunteer.	Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.	Head Start Executive Team Members	1. Computer 2. Power Point Presentation	$ 5,600	Aug. 31-Sept. 2, 2010	Training Calendar Evaluation
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals.	Irma Pena, Family Services Director		$ 2,400	Nov. 19, 2010	Training Calendar
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition	Irma Pena, Family Services Director			March 2, 2011	Training Calendar

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement Performance Standards and relate them to the Program Plan.	Participants will actively listen and review the Performance Standards and Program Plan	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child Nutrition Coordinator Gilbert Silva, Child Nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to locate and utilize Child Nutrition Program required information.	The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of pertinent forms will be provided.	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child Nutrition Coordinator Gilbert Silva, Child Nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and implement a childhood obesity proactive approach in Head Start children utilizing the TDA's Food and Nutrition Division recommendations.	Participants will receive instructions and guidance on how to implement and promote a healthy life style including healthy food choices and physical activity.	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child Nutrition Coordinator Gilbert Silva, Child Nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and utilize the Mental Health Program Plan to implement the Performance Standards.	An overview of the Performance Standards and Mental Health Program Plan will be presented to the staff via power point presentation.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the specifics of Challenging Behavior and to utilize prevention strategies to decrease inappropriate behavior.	An overview of Positive Behavior Support will be presented and the understanding of what triggers and reinforces problem behaviors.	Trainers for Positive Behavior Support	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to respond in a way that does not maintain or reinforce challenging behavior. Participants will be able to describe and select strategies that may be used to prevent challenging behavior.	Participants will learn that Positive Behavior Support is a process that may be used to develop effective interventions for children with the most persistent challenging behaviors.	Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to write a behavior support plan and identify the components needed to carry out the plan.	An overview on how to develop a behavior plan as a team, utilize the prevention strategies replacement skills and monitor outcomes will be presented.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement strategies on how to cope effectively with different types of difficult people in the work place.	Participants will discuss an array of strategies and recommendations that facilitate a positive work environment.	Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will define the importance of responsible fatherhood.	The Fatherhood Conference for Hidalgo County Head Start Program was initiated to encourage fathers to support their positive involvement in the lives of their children. Sessions on parenting skills and promoting involvement of fathers in their children's schooling will be provided	Elma Garza, Mental Health Services Director	1. Appropriate place for the conference. 2. Computer 3. Power Point Presentation	$ 10,000	Feb. 24, 2011	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Transition and Community Partnership						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the steps in the transition process.	The steps in the transition process will be reviewed. Guidance for appropriate documentation will be provided.	Ramiro Silva, Community Partnership and Transition Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Partnership services for children, families and pregnant women.	The Networking Meeting is designed to develop community partnership supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		$ 3,000	Aug 26, 2010	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards.	Lupita Valdez, Health Services Director Roxana Alvarado, RN Paula González, LVN Maria Villarreal, LVN	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review the policies and procedures in the area of transportation.	A detailed presentation of the Performance Standards including future mandates, if applicable, will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review the policies and procedures for the operation of the warehouse.	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare cleaners and chemicals used for cleaning.	An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the required office procedures and processing of required documentation for purchases.	A comprehensive explanation of departmental operating procedures will be made.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Finance						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Staff will be able to effectively apply the purchase order process to ensure that proper procurement practices are adhered to.	The presentation will focus on the purchasing process and the required steps to complete a request.	Elma Keller, Finance Department Director Ambrosio Tovar, Procurement Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Fiscal staff will be able to utilize the computerized accounting software (MIP) to properly execute payroll and accounts payable functions for the program.	The training will focus on the payroll and accounts payable functions and capabilities of the software to ensure that effective and efficient practices are in place and properly executed.	MIP Consultant	1. Computer with MIP access. 2. Training Manual.	$ 2,500		Training Calendar Survey Evaluation
Fiscal staff will be able to properly account for all fixed assets and maintain proper inventory control records.	The training will assist fiscal staff in the proper classification of fixed assets following Hidalgo County and Head Start requirements.	Alvaro Chuc, Finance Assistant	1. Computer with MIP access. 2. Fixed assets inventory control records.			Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement the Head Start Performance Standards in the area of disability.	An overview of the Performance Standards and Special Services Program Plan will be presented to the staff via a power point presentation. All centers are provided with the Performance Standards and the Program plan.	Connie Horta Special Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Hand outs will be provided.	Chance Hainsohn, Attorney Advocacy, Inc.	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Eva Guerrero, Advocate .	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to understand the content of psychological evaluations; furthermore reports from different mental health professions will be analyzed.	An overview of psychological evaluations report will be presents to participants.	Mario A. Tovar, Doctoral Intern STC Psychology Professor	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer the Speech Screening Tool to children in an effort to identify children who require further evaluation.	This tool screens children to find out if their sound acquisition, voice and fluency is reflective to their developmental age. Handouts will be provided to staff.	Amy Cantu, MA, CCC-SLP Step & Stride Rehab	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to utilize the Procedures Manual as a guide when carrying out Special Services Department documentation requirements. Part I & II	An overview of the Procedures Manual will be presented to the staff.	Connie Horta Special Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and utilize the Education Services Program Plan to implement the Performance Standards.	Participants will actively listen and review the Performance Standards and Program Plan.	Homero Carrera Sandra Renteria Susie Saenz Janie Navarro, Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and utilize the Education Services Procedures Manual to implement the Performance Standards.	Participants will receive instruction and guidance on how to implement Education Services Procedures, forms and documents to the center level.	Janie Navarro Susie Saenz Sandra Renteria, Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to have a better understanding of the LAP-D Profile Report to maximize their planning. It will also give an overview of ways to use their report in their lesson plan and parent-teacher conference.	Participants will review LAP-D Profile Report and results, Parent-Teacher Conference/CIP report, lesson plan and classroom objectives.	Helen Meave, Education Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will learn different hands-on math activities to enrich and enhance their curriculum.	Participants will use everyday math objects to develop hands-on math activities.	Elva Cortez Nadia Gutierrez, HCHSP Teacher	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will learn new ideas and techniques that can be used in the classroom to improve the learning experience.	Participants will receive instructions on how to implement these new ideas to enrich the development of the children in the classroom	Homero Carrera, Education Area Director Jesus Vela, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to write comprehensive lesson plans addressing the unique needs of each child.	Participants will review the critical characteristics of lesson plans which reflect the individual needs of children.	Janie Navarro, Education Area Director Helen Meave, Education Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will gain knowledge of how to build positive relationships, identify preventive classroom practices and social emotional teaching strategies.	Participants will be provided with an overview of positive classroom practices that promote social and emotional competence in young children.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement strategies in the instructional day to promote a positive environment and children's positive behavior in the classroom.	Participants will discuss an array of strategies and recommendations that will facilitate a positive Head Start classroom environment.	Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement strategies in the instructional day to comply with the most recent Head Start Program classroom observation tool (C.L.A.S.S.) .	Participants will review the three C.L.A.S.S domains and their dimensions. 1. Emotional Support -Positive Climate -Negative Climate -Teacher Sensitivity -Regard for Student Perspective 2. Classroom Organization -Classroom Management -Productivity -Instructional Learning Formats 3. Instructional Support -Concept Development -Quality of Feedback -Language Modeling	Nora Munoz, Assistant Program Director Janie Navarro, Education Area Director Sandra Renteria, Education Area Director Azucena Saenz, Education Area Director Homero Carrera, Education Area Director Helen Meave, Education Coordinator Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will effectively implement the Journeys literacy program during the daily routine.	Participants will review techniques and activities that will stimulate and enrich literacy instruction inclusive of: - Essential components of effective early literacy instruction - An explanation of how to use the program - Suggestions on how to set up the classroom - Tools and ideas on how to asses children's literacy development - Learn how to incorporate the technology component in the classroom	Janie Navarro, Education Area Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

AI-22532 **21.D.**

Purchase Fifty-Three (53) Desktop Computers

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Fifty-Three (53) Desktop Computers through Hidalgo County's Membership/Participation in The State of Texas Department of Information Resources (DIR) Awarded Vendor, Dell Marketing, LP, DIR Contract DIR-SDD-890

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Purchase 53 Desktop Computers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:53 AM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2010 09:34 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:17 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 08:56 AM

Final Approval Date: 08/20/2010

PURCHASE 53 DESKTOP COMPUTERS

VI. PROGRAM OPERATIONS

F. 11. Purchase 53 Desktop Computers

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 18, 2010

SUBJECT: Discussion/Approval on Request to Purchase Fifty-Three (53) Desktop Computers Through Hidalgo County's Membership/Participation in The State of Texas Department of Information Resources (DIR) Awarded Vendor, Dell Marketing LP, DIR Contract DIR-SDD-890

RATIONALE/NEED: These desktop computers will be used to replace outdated office computers in the administrative office. These computers will be able to utilize improved operating systems and newly released programs. Head Start will receive fifty (50) computers and the Child Nutrition Program will receive three (3) computers.

RECOMMENDATION: Administration recommends approval.

COST: $65,942.83

RELATED INFORMATION INCLUDED: Participant Info/Proposal

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

DREVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

All

Home Co-op Contracts Texas.gov Security DCS CTS



< Return to search results

Dell Marketing LP

URL Vendor Website
Vendor ID 1742616805400
HUB Type Non HUB

DIR Contract Number DIR-SDD-890
Contract Term End Date 1/13/2011
Contract Exp Date 1/13/2013

Dell Marketing LP
Contact Ashleigh Lane
Phone (512) 723-1033
Fax 512-283-9092

DIR
Contact Aiko Morales
Phone (512) 475-0515
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-890

Standard Terms and Conditions PDF - 151 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 89 KB | Updated 06/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 55 KB | Updated 06/10/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

< No thanks, return to search

How

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DELL

QUOTATION

QUOTE #: 552467429
Customer #: 17927132
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890-TX
Quote Date: 8/11/10
Customer Name: HIDALGO COUNTY

Date: 8/11/10 1:39:53 PM

TOTAL QUOTE AMOUNT:	$46,585.43		
Product Subtotal:	$46,585.43		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 41	SYSTEM PRICE: $1,136.23	GROUP TOTAL: $46,585.43
Base Unit:	OptiPlex 980 Small Form Factor Base Standard PSU (224-7538)		
Processor:	OptiPlex 980, Intel Core i5 Dual Core Processor 650 with VT (3.20GHz, 4M) (317-3683)		
Memory:	4GB,Non-ECC,1333MHz DDR3,4x1GB,Dell OptiPlex 980 (317-3672)		
Keyboard:	Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, OptiPlex (330-1989)		
Monitor:	Dell Professional P2011H,Widescreen, 20in Viewable Image Size,HAS,VGA/ DVI,OptiPlex,Precision and Latitude (320-1642)		
Video Card:	Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980 (320-7407)		
Hard Drive:	250GB 2.5,SATA 3.0Gb/s,16MB Data Burst Cache,Dell OptiPlex 980 Small Form Factor/Desktop (342-0682)		
Operating System:	Windows 7 Professional, Media, 32-bit, Optiplex, English (421-1479)		
Operating System:	Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop (330-6228)		
Mouse:	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (330-2733)		
TBU:	Intel Core i7/i5 vPro Technology Enabled,Dell OptiPlex 980 (330-6596)		
CD-ROM or DVD-ROM Drive:	8X DVD-ROM,Slimline,Data Only,OptiPlex 980 Small Form Factor (313-9070)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB (421-0536)		
Sound Card:	No Eco Kit Option,Dell OptiPlex 980 (311-9539)		
Speakers:	Dell AX510PA black Stereo Speaker Bar Flat Panel DisplayDell Optiplex/Precision (313-6742)		
Cable:	OptiPlex 980 Small Form Factor Standard Power Supply (313-9337)		
Cable:	Dell Control Point for OptiPlex 380/580/980 (421-7878)		
Documentation Diskette:	Documentation,English,Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)		
Controller Option:	No RAID, Dell OptiPlex (341-8036)		
Factory Installed Software:	Dell Energy Smart Power Management Settings Enabled Optiplex (330-4817)		
Software Disk Two:	Dell OptiPlex ON,OptiPlex 980 (421-2544)		
Feature	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 980 (330-7590)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (922-1292)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (925-2080)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (908-7448)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (908-7497)		
Misc:	Chassis intrusion switch, DellOptiPlex (310-6719)		
Misc:	No Quick Reference Guide,Dell OptiPlex (310-9444)		
Misc:	Shipping Material for System Small Form Factor,Dell OptiPlex 960 (330-2031)		
Misc:	Mainstream Processor Heat Sink,Dell OptiPlex 980 Small Form Factor (330-7529)		

	Intel I5 Duo Desktop vPro Sticker (330-8519)

SALES REP:	Michael Dickenson	PHONE:	1866-537-0706
Email Address:	Michael_Dickenson@Dell.com	Phone Ext:	513-9196

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

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Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023 . Please include your Customer Number.

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DELL

QUOTATION

QUOTE #: 552468770
Customer #: 17927132
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890-TX
Quote Date: 8/11/10
Customer Name: HIDALGO COUNTY

Date: 8/11/10 1:39:55 PM

TOTAL QUOTE AMOUNT:	$16,499.90		
Product Subtotal:	$16,499.90		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 10	SYSTEM PRICE: $1,649.99	GROUP TOTAL: $16,499.90
Base Unit:		OptiPlex 980 Small Form Factor Base Standard PSU (224-7538)	
Processor:		OptiPlex 980 Intel Core i7 Quad Core Processor 860 with VT (2.80GHz, 8M) (317-3680)	
Memory:		4GB,Non-ECC,1333MHz DDR3,4x1GB,Dell OptiPlex 980 (317-3672)	
Keyboard:		Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, OptiPlex (330-1989)	
Monitor:		Dell UltraSharp U2410, Wide, 24in Viewable ImageSize, HAS, VGA/ DVI/ DP/ HDMI, CLIENT/ENT (320-8276)	
Video Card:		512MB ATI Radeon HD 4550 w/ Single DP & Single DVI, Low Profile, OptiPlex (320-8860)	
Hard Drive:		1TB 7,200 RPM 3.5" SATA, 3.0Gb/s Hard Drive with NCQ and 16MB Cache, OptiPlex 980/780 (342-1386)	
Operating System:		Windows 7 Professional, Media, 32-bit, Optiplex, English (421-1479)	
Operating System:		Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop (330-6228)	
Mouse:		Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (330-2733)	
TBU:		Intel Core i7/i5 vPro Technology Enabled,Dell OptiPlex 980 (330-6596)	
CD-ROM or DVD-ROM Drive:		Roxio Creator Dell Edition 10.3, Media, Dell RLOB (421-1189)	
CD-ROM or DVD-ROM Drive:		8X DVD+/-RW,Slimline,Data Only,OptiPlex 380 Small Form Factor (313-9274)	
CD-ROM or DVD-ROM Drive:		Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB (421-0536)	
Sound Card:		No Eco Kit Option,Dell OptiPlex 980 (311-9539)	
Speakers:		Dell AX510 black Sound Bar forUltraSharp Flat Panel DisplaysDell Optiplex/Precision/ Latitude (313-6414)	
Cable:		OptiPlex 980 Small Form Factor Standard Power Supply (313-9337)	
Cable:		Dell Control Point for OptiPlex 380/580/980 (421-7878)	
Documentation Diskette:		Documentation,English,Dell OptiPlex (330-1710)	
Documentation Diskette:		Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)	
Controller Option:		No RAID, Dell OptiPlex (341-8036)	
Factory Installed Software:		Dell Energy Smart Power Management Settings Enabled Optiplex (330-4817)	
Software Disk Two:		Dell OptiPlex ON,OptiPlex 980 (421-2544)	
Feature		Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 980 (330-7590)	
Service:		Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (922-1292)	
Service:		Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (925-2080)	
Service:		Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (908-7448)	
Service:		Dell Hardware Limited Warranty Plus Onsite Service Initial Year (908-7497)	
Misc:		1394 Controller Card,Low Profile,Dell OptiPlex Desktop (341-5471)	
Misc:		Chassis intrusion switch, DellOptiPlex (310-6719)	

Misc:	No Quick Reference Guide,Dell OptiPlex (310-9444)
Misc:	Shipping Material for System Small Form Factor,Dell OptiPlex 960 (330-2031)
Misc:	Performance Processor Heat Sink,Dell OptiPlex 980 Small Form Factor (330-7500)
	Intel I7 Quad Desktop vPro Sticker (330-8518)

SALES REP:	Michael Dickenson	PHONE:	1866-537-0706
Email Address:	Michael_Dickenson@Dell.com	Phone Ext:	513-9196

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DELL

QUOTATION

QUOTE #: 552468437
Customer #: 17927132
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890-TX
Quote Date: 8/11/10
Customer Name: HIDALGO COUNTY

Date: 8/11/10 1:39:54 PM

TOTAL QUOTE AMOUNT:	$2,857.50		
Product Subtotal:	$2,857.50		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: $1,428.75	GROUP TOTAL: $2,857.50
Base Unit:	OptiPlex 980 Small Form Factor Base Standard PSU (224-7538)		
Processor:	OptiPlex 980, Intel Core i5 Dual Core Processor 650 with VT (3.20GHz, 4M) (317-3683)		
Memory:	4GB,Non-ECC,1333MHz DDR3,4x1GB,Dell OptiPlex 980 (317-3672)		
Keyboard:	Dell QuietKey Keyboard, No Hot Keys, No Palmrest, English, OptiPlex (330-1989)		
Monitor:	Dell UltraSharp U2410, Wide, 24in Viewable ImageSize, HAS, VGA/ DVI/ DP/ HDMI, CLIENT/ENT (320-8276)		
Video Card:	Integrated Video,GMA 4500,Dell OptiPlex 760,960 and 980 (320-7407)		
Hard Drive:	250GB 2.5,SATA 3.0Gb/s,16MB Data Burst Cache,Dell OptiPlex 980 Small Form Factor/Desktop (342-0682)		
Operating System:	Windows 7 Professional, Media, 32-bit, Optiplex, English (421-1479)		
Operating System:	Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop (330-6228)		
Mouse:	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex (330-2733)		
TBU:	Intel Core i7/i5 vPro Technology Enabled,Dell OptiPlex 980 (330-6596)		
CD-ROM or DVD-ROM Drive:	8X DVD-ROM,Slimline,Data Only,OptiPlex 980 Small Form Factor (313-9070)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB (421-0536)		
Sound Card:	No Eco Kit Option,Dell OptiPlex 980 (311-9539)		
Speakers:	Dell AX510 black Sound Bar forUltraSharp Flat Panel DisplaysDell Optiplex/Precision/ Latitude (313-6414)		
Cable:	OptiPlex 980 Small Form Factor Standard Power Supply (313-9337)		
Cable:	Dell Control Point for OptiPlex 380/580/980 (421-7878)		
Documentation Diskette:	Documentation,English,Dell OptiPlex (330-1710)		
Documentation Diskette:	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)		
Controller Option:	No RAID, Dell OptiPlex (341-8036)		
Factory Installed Software:	Dell Energy Smart Power Management Settings Enabled Optiplex (330-4817)		
Software Disk Two:	Dell OptiPlex ON,OptiPlex 980 (421-2544)		
Feature	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 980 (330-7590)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended (922-1292)		
Service:	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year (925-2080)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (908-7448)		
Service:	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (908-7497)		
Misc:	Chassis intrusion switch, DellOptiPlex (310-6719)		
Misc:	No Quick Reference Guide,Dell OptiPlex (310-9444)		
Misc:	Shipping Material for System Small Form Factor,Dell OptiPlex 960 (330-2031)		
Misc:	Mainstream Processor Heat Sink,Dell OptiPlex 980 Small Form Factor (330-7529)		

	Intel I5 Duo Desktop vPro Sticker (330-8519)

SALES REP:	Michael Dickenson	PHONE:	1866-537-0706
Email Address:	Michael_Dickenson@Dell.com	Phone Ext:	513-9196

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If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

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Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023 . Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

AI-22531 **21.E.**

Purchase Fifty-Three (53) Laptop Computers

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Fifty-Three (53) Laptop Computers through Hidalgo County's Membership/Participation in The State of Texas Department of Information Resources (DIR) Awarded Vendor, Dell Marketing, LP, DIR Contract DIR-SDD-890

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Purchase 53 Laptops

Link: laptops

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:53 AM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2010 09:25 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:19 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 08:52 AM

Final Approval Date: 08/20/2010

DELL

QUOTATION

QUOTE #: 553706951
Customer #: 17927132
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890-TX
Quote Date: 8/20/10
Customer Name: HIDALGO COUNTY

Date: 8/20/10 1:06:10 PM

TOTAL QUOTE AMOUNT:	$74,999.77		
Product Subtotal:	$74,999.77		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 53	SYSTEM PRICE: $1,415.09	GROUP TOTAL: $74,999.77
Base Unit:	LATITUDE E4310 (224-9925)		
Processor:	Intel Core i5-540M Dual Core 2.53GHz 3MB for E4310 (313-9870)		
Memory:	4.0GB, DDR3-1333 SDRAM, 2 DIMMs for Latitude E4310 (317-5217)		
Keyboard:	Internal English Keyboard for Latitude E4310 (330-9911)		
Keyboard:	Documentation (English) Latitude E-Family/Mobile Precision (330-1652)		
Video Card:	Integrated UMA Graphics for E4310 (320-9258)		
Hard Drive:	250GB Hard Drive 9.5MM, 7200RPM for Latitude E4310 (342-0933)		
Hard Drive Controller:	No Fingerprint Reader and No Contactless Smartcard Reader for Latitude E4310 (330-9748)		
Floppy Disk Drive:	13.3" WXGA(1366x768) Anti-Glare LED w/ Microphone, WWAN Ready, Slate Silver, Latitude E4310 (320-9872)		
Operating System:	Genuine Windows 7 Professional, 32-bit, w/ media, Latitude, English (421-1642)		
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
Modem:	Latitude On Reader for Latitude Notebooks (421-9856)		
TBU:	65W 3-Pin, AC Adapter for Latitude E4310 (330-9745)		
TBU:	US - 3-FT, 3-Pin Flat E-FamilyPower Cord for Latitude E-Family (330-0879)		
CD-ROM or DVD-ROM Drive:	8X DVD for Latitude E4310 (313-9855)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB (421-0536)		
Processor Cable:	Dell WLAN 1501 (802.11b/g/n) 1/2 MiniCard, Dell Latitude E (430-0797)		
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Latitude E4310 (330-9260)		
Feature	6-cell (60Wh) Primary Battery for Latitude (312-9952)		
Feature	Nylon Deluxe Top Load CarryingCase 14.1 inch for Latitude E/Mobile Precision (330-0888)		
Service:	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response 2 Year Extended (926-3052)		
Service:	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response Initial Year (929-2830)		
Service:	Dell Limited Hardware Warranty Plus Onsite Service Extended Year(s) (922-1138)		
Service:	Dell Limited Hardware Warranty Plus Onsite Service Initial Year (922-1137)		
Misc:	DW5620 2000 Multi-Mode Gobi MB Mini-Card,supports Verizon, Sprint, and ATandT Latitude (313-9836)		
	Intel Core i5 Processor (330-7465)		

SALES REP:	Michael Dickenson	PHONE:	1866-537-0706

Email Address:	Michael_Dickenson@Dell.com	Phone Ext:	513-9196

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023 . Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

DELL

QUOTATION

QUOTE #: 553706951
Customer #: 17927132
Contract #: 48ABO
CustomerAgreement #: DIR-SDD-890-TX
Quote Date: 8/20/10
Customer Name: HIDALGO COUNTY

Date: 8/20/10 1:06:10 PM

TOTAL QUOTE AMOUNT:	$74,999.77		
Product Subtotal:	$74,999.77		
Tax:	$0.00		
Shipping & Handling:	$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 53	SYSTEM PRICE: $1,415.09	GROUP TOTAL: $74,999.77
Base Unit:	LATITUDE E4310 (224-9925)		
Processor:	Intel Core i5-540M Dual Core 2.53GHz 3MB for E4310 (313-9870)		
Memory:	4.0GB, DDR3-1333 SDRAM, 2 DIMMs for Latitude E4310 (317-5217)		
Keyboard:	Internal English Keyboard for Latitude E4310 (330-9911)		
Keyboard:	Documentation (English) Latitude E-Family/Mobile Precision (330-1652)		
Video Card:	Integrated UMA Graphics for E4310 (320-9258)		
Hard Drive:	250GB Hard Drive 9.5MM, 7200RPM for Latitude E4310 (342-0933)		
Hard Drive Controller:	No Fingerprint Reader and No Contactless Smartcard Reader for Latitude E4310 (330-9748)		
Floppy Disk Drive:	13.3" WXGA(1366x768) Anti-Glare LED w/ Microphone, WWAN Ready, Slate Silver, Latitude E4310 (320-9872)		
Operating System:	Genuine Windows 7 Professional, 32-bit, w/ media, Latitude, English (421-1642)		
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
Modem:	Latitude On Reader for Latitude Notebooks (421-9856)		
TBU:	65W 3-Pin, AC Adapter for Latitude E4310 (330-9745)		
TBU:	US - 3-FT, 3-Pin Flat E-FamilyPower Cord for Latitude E-Family (330-0879)		
CD-ROM or DVD-ROM Drive:	8X DVD for Latitude E4310 (313-9855)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 8.3,with Media, Dell Relationship LOB (421-0536)		
Processor Cable:	Dell WLAN 1501 (802.11b/g/n) 1/2 MiniCard, Dell Latitude E (430-0797)		
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Latitude E4310 (330-9260)		
Feature	6-cell (60Wh) Primary Battery for Latitude (312-9952)		
Feature	Nylon Deluxe Top Load CarryingCase 14.1 inch for Latitude E/Mobile Precision (330-0888)		
Service:	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response 2 Year Extended (926-3052)		
Service:	Basic Hardware Service: Next Business Day Parts and Limited Labor Onsite Response Initial Year (929-2830)		
Service:	Dell Limited Hardware Warranty Plus Onsite Service Extended Year(s) (922-1138)		
Service:	Dell Limited Hardware Warranty Plus Onsite Service Initial Year (922-1137)		
Misc:	DW5620 2000 Multi-Mode Gobi MB Mini-Card,supports Verizon, Sprint, and ATandT Latitude (313-9836)		
	Intel Core i5 Processor (330-7465)		

SALES REP:	Michael Dickenson	PHONE:	1866-537-0706

Email Address:	Michael_Dickenson@Dell.com	Phone Ext:	513-9196

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P*, to Dell's Tax Department at 800-433-9023 . Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

AI-22522 **21.F.**

Exemption from Competitive Bidding

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

1. Requesting Exemption from Competitive Bidding requirements under the Texas Local Government Code 262.024(a)(4) a Professional Educational Services;

2. Authority to negotiate a Contract for Professional Educational Services with Bill Crawford, Ph.D. to Provide Training/Staff Development to Executive Team Members to Improve Management/Communication Skills.

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:20 AM	APRV
2	Roland Garcia	Rolando Garcia	08/19/2010 05:02 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:21 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 07:48 AM

Final Approval Date: 08/20/2010

CONTRACT WITH BILL CRAWFORD

VI. PROGRAM OPERATIONS

F.1. Contract for Professional Educational Services with Bill Crawford, Ph.D.

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 18, 2010

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

2. Authority to Negotiate a Contract for Professional Services with Bill Crawford, PhD to Provide Training/Staff Development to Executive Team Members to Improve Management/ Communication Skills.

RATIONALE/NEED: This training is being provided by a renowned consultant with a PH.D. in Counseling Psychology. This training will enhance staff's skills in management and communication.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDED: Contract for Professional Services

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-10-033-08-24

THIS AGREEMENT (The "Agreement") is made effective the _____, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Head Start Program.

W I T N E S S E T H:

WHEREAS, Program desires to contract with a Consultant to provide the services necessary to the Program that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Head Start Program.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Program and Consultant agree as follows:

1. Consultant agrees to provide the Program the consulting services required by Head Start Program in connection with the **"Clarity, Confidence & Creativity-Communication and Problem Solving from the Top of the Mind".**

("services"). Pursuant to Article 262.024 of the Texas Local Government Code, the Program exempted the service of the Consultant from Section 262.023 of the Local Government Code, to assist the Program 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 Agreement.

2. As consideration for the services of Consultant described herein, Program Agrees to pay Consultant the fees as outlined in Appendix B, which is attached, to and made a part of this Agreement.

3. Consultant must comply with all applicable Program policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent consultant and is not an employee of the Program or any agency thereof, and represents and warrants that Consultant does not desire or request any fringe benefits provided to employees of the Program. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

4. Any contract award to Consultant will be in effect until (a) the Agreement expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Program without cause on thirty (30 days) written notice prior to cancellation.

5. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of the Program.

6. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Agreement will be effective as of October 25th, 2010,

and expires November 1st 2010.

7. 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 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 Program:	Hidalgo County Head Start Program Attn: Teresa Flores P.O. BOX 0117 Edinburg, Texas 78540
If to Consultant:	_____ _____ _____

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.

8. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement 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 Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

10. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any 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 Program and Consultant and not otherwise.

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

12. 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 Agreement.

13. Successors. This Agreement 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 Agreement.

14. 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.

15. 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.

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

17. Authority to Execute. The execution and performance of this Contract by Program and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes and valid and enforceable obligations of Program and Consultant in accordance with its terms.

18. Ethical Provision. It is understood that the employee of Program or individuals acting as agents for Program are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Consultant warrants that

no employee or agent of the Program has been retained to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any employee of Program any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Head Start Program does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, Program may terminate this Agreement upon thirty (30) days written notice to Consultant. Program, 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 Program pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

20. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold Program harmless from any loss, costs, liabilities or damages which are incurred by Program 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, Program 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 Program or the acts or omissions of Program employees, agents or other representatives, including the violation of any law or regulation related to Program's duties under this Agreement.

21. Representation and Warranties. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify Program thereof, in which event Program may, in its sole discretion, elect to terminate this Agreement, for cause. Consultant acknowledges and agrees that Program has relied and continues to rely upon the representations and warranties of Consultant as herein contained.

EXECUTED and effective as of the_____ day and _____, 2010 first written above.

APPROVED BY COMMISSIONERS COURT ON: August 24, 2010

Consultant:

BY:_____
(Consultant Name)

BY:_____
(Print Name)

BY:_____
(Title)

BY:_____
Rene Ramirez, County Judge

BY:_____
Teresa Flores, Executive Director

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

APPENDIX "A"

The Services include, but are not limited to, the items listed below;

1. Consultant agrees to conduct the Clarity, Confidence & Creativity- Communication and Problem Solving from the Top of the Mind Training on Friday, October 29, 2010, from 8:00 a.m. to 5:00 p.m.

2. Consultant agrees to assist the Program in developing how disagreements, frustration and debate can activate the lower reactive parts of our brain and block access to our higher order thinking.

3. Consultant agrees to assist the Program in developing how to shift from this lower 20% of the brain up to the neocortex (or upper 80% and access the interpersonal skills and problem-solving skills necessary for success).

4. Consultant agrees to assist the Program in developing how to stay in this more intelligent and purposeful part of the brain even when there is disagreement.

5. Consultant agrees to assist the Program in developing specific criteria to consult so that they take more individual responsibility for the quality of clarity of their communications.

6. Consultant agrees to assist the Program in developing a specific model for communication that ensures understanding and collaboration and that builds consensus.

7. Consultant agrees to assist the Program in developing how different personality types communicate differently and make decisions differently and how to use these differences to come to more holistic decisions.

8. Consultant agrees to conduct training at the Sheraton Fiesta South Padre Island.

9. Consultant agrees to pay own transportation, lodging and meals.

APPENDIX “B”
CONSULTANT FEE

Program agrees to pay a professional consultant fee in the amount of

_____

AI-22523 **21.G.**

Mandatory Training

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

1. Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024(a)(4) for a Professional Services;

2. Authority to Negotitate a Contract for Professional Educational Services with Jose Salinas to Provide Training/Staff Development to Policy Council and Grantee Board.

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: DRAFT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:21 AM	APRV
2	Roland Garcia	Rolando Garcia	08/19/2010 05:12 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:21 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 07:59 AM

Final Approval Date: 08/20/2010

CONTRACT WITH JOSE SALINAS

VI. PROGRAM OPERATIONS

F.2. Contract for Professional Educational Services with Jose Salinas

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 18, 2010

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

2. Authority to Negotiate a Contract for Professional Services with Jose Salinas to Provide Training/Staff Development to Policy Council/Grantee Board

RATIONALE/NEED: Governance Training for the Policy Council and Grantee Board. Two and half (2 ½) days of training are scheduled each year after the Policy Council has been elected or appointed. This is a requirement of the Head Start Performance Standards. Mr. Salinas will provide one and a half (1 ½) day of training.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDED: Contract for Professional Services

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-10-034-08-24

THIS AGREEMENT (The "Agreement") is made effective on the **25th day of October, 2010** by and between **HIDALGO COUNTY HEAD START PROGRAM,** (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (hereinafter" Consultant") to serve at the pleasure of the Program.

W I T N E S S E T H:

WHEREAS, Program desires to contract with a Consultant to provide the services necessary to the Program that are more specifically set forth hereinafter; and

WHEREAS, Consultant has agreed to provide the services enumerated hereinafter to Hidalgo County Head Start Program.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Program and Consultant agree as follows:

1. Consultant agrees to provide the Program the consulting services required by Hidalgo County Head Start Program in connection with the **"Governance Training"** ("services"). Pursuant to Article 262.024 of the Texas Local

Government Code, the Program exempted the service of the Consultant from Section 262.023 of the Local Government Code, to assist the Program 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 Agreement.

2. As consideration for the services of Consultant described herein, Program Agrees to pay Consultant the fees as outlined in Appendix B, which is attached to and made a part of this Agreement.

3. Consultant must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent consultant and is not an employee of Program or any agency thereof, and represents and warrants that Consultant does not desire or request any fringe benefits provided to employees of Program. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

4. Any Agreement award to Consultant will be in effect until (a) the Agreement expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Program without cause on thirty (30 days) written notice prior to cancellation.

5. Consultant may not assign the obligations or rights under this Agreement to any person without the prior written consent of Program.

6. Consultant agrees to comply with the Title VI of the Civil Rights Act of 1964.

The term of this Agreement will be effective as of October 25th, 2010 and

expires on November 1st, 2010.

7. 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 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 Program:
Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O Box 0117
Edinburg, Texas 78540

If to Consultant:
_____
_____
_____

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.

8. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement 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 Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. No Waiver. No waiver by Program 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.

10. 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 contract in writing executed by Program and Consultant and not otherwise.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

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

18. Ethical Provision. It is understood that the employee of Program or individuals acting as agents for Program are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Agreement. Consultant warrants that no employee or agent of the Program has been retained to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any employee of

Program any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Agreement, or as an inducement for entering into this Agreement. The unauthorized offering or receipt of such payments may result in the immediate termination of this Agreement.

19. 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 Program under this Agreement, Program may terminate this Agreement upon thirty (30) days written notice to Consultant. Program, 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 Program pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

20. Indemnity and Hold Harmless. Consultant agrees to indemnify and hold Program harmless from any loss, costs, liabilities or damages which are incurred by Program 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, Program 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 Program or the acts or omissions of Program employees, agents

or other representatives, including the violation of any law or regulation related to Program's duties under this Agreement.

21. Representation and Warranties. In the event any representation or warranty of Consultant hereunder is or becomes incorrect or untrue, Consultant agrees to promptly notify Program thereof, in which event Program may, in its sole discretion, elect to terminate this Agreement, for cause. Consultant acknowledges and agrees that Program has relied and continues to rely upon the representations and warranties of Consultant as herein contained.

EXECUTED and effective as of the_____ day and _____, 2010 first written above.

APPROVED BY COMMISSIONERS COURT ON: August 24, 2010

Consultant:

BY:_____
(Consultant Name)

BY:_____
(Print Name)

BY:_____
(Title)

BY:_____
Rene Ramirez, County Judge

BY:_____
Teresa Flores, Executive Director

BY:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

BY:_____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

APPENDIX "A"

The services include, but are not limited to, the items listed below;

1. Consultant agrees to conduct the Governance Training on Saturday, October 30th, 2010, from 8:00 a.m. to 4:00 p.m.

2. Consultant agrees to assist the Program by helping participants understand the structural relationship between the decision making groups in the Program.

3. Consultant agrees to assist the Program by helping the participants identify their roles and responsibilities has it pertains to the Head Start Program.

4. Consultant agrees to assist the Program by increasing the participant's knowledge of the Performance Standards and the Head Start Act.

5. Members will participate enhance their knowledge of not only their roles and responsibilities but the regulations that govern the Head Start Program and recently in enacted legislation that affects the composition of these groups.

6. Consultant agrees to conduct training at the Sheraton Fiesta South Padre Island.

7. Consultant agrees to pay own lodging and meals.

APPENDIX “B”
CONSULTANT FEE

Program agrees to pay a professional consultant fee in the amount of

_____

AI-22525 **21.H.**

Purchase Two (2) Cargo Vans

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Two (2) Cargo Vans through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Chevrolet (Including TASB administrative Fees).

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: buyboard cargo vans

Link: cargo vans

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:37 AM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2010 07:58 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:22 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 08:08 AM

Final Approval Date: 08/20/2010

Search Results:

Help

Narrow Search by Keyword(s): Search Back

Part # / Vendor	Description	Qty	Unit	Price	
Chevrolet Cargo Van Caldwell Country	Chevrolet Express Cargo CG13405 Cargo Van, rear wheel drive, complete with all manufacturer's standard equipment.		EA	$17,190.00	Add Info

1-1 of 1 items

Search Criteria:
Keywords: CARGO VAN
Vendor: Caldwell Country Chevrolet

[Log Out]

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PURCHASE TWO CARGO VANS

VI. PROGRAM OPERATIONS

F. 4. Request to Purchase 2 Cargo Vans

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 18, 2010

SUBJECT: Discussion/Approval on Request to Purchase Two (2) Cargo Vans through the Hidalgo County's membership /Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Chevrolet. (Including TASB administrative fees.

RATIONALE/NEED: The program is in need of replacement cargo vans for the maintenance and MIS Departments. Existing vans are obsolete. This contract would allow the purchasing of the lowest and best pre-bided prices on vans under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: $37,674.00

RELATED INFORMATION INCLUDED: Participant Info/Proposal

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

Vendor Contract Information

Proposal Documents | Back

Vendor: Caldwell Country Chevrolet
Address: P. O. Box 27
Caldwell, TX 77836
Phone: (800) 299-7283
Contact: Averyt Knapp
Email: aknapp@caldwellcountry.com
Website: www.caldwellcountry.com
Federal ID: 14-1856872
Accepts RFQs: Yes
Contract: Vehicles #281-07
Effective Date: 10/1/2007
Expiration Date: 11/30/2010
Fee Schedule: Purchase order fee of $400 will apply & be collected by dealer.
Payment Terms: Net 30 days
Delivery Days: 120
Shipping Terms: See contract exceptions
Freight Terms: FOB Destination
Ship Via: Best Way
Quote Reference Number:
281-07
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Freight out of state depending on location
Additional Information: Purchase order fee of $400 will apply & be collected by dealer.
Return Policy: Negotiable

[Log Out]

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QUOTE# 001A CONTRACT PRICING WORKSHEET

End User: HIDALGO HEAD START PROGRAM	Contractor: CALDWELL COUNTRY CHEV
Contact Name: AMBROSIO TOVAR	CALDWELL COUNTRY CHEVROLET
Email: ATOVAR@HCHSP.ORG	Prepared By: Averyt Knapp
Phone #: 956-380-4149	Email: aknapp@caldwellcountry.com
Fax #: 956-381-0439	Phone #: 800-299-7283 or 979-567-6116
Location City & State: MCALLEN, TX	Fax #: 979-567-0853
Date Prepared: AUGUST 5, 2010	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: TASB #281-07	Tax ID # 14-1856872
Product Description: 2010 CHEVROLET 2500 EXPRESS CARGO VAN CG23405	

A Base Price:	$17,190

B Published Options

Code	Description	Cost	Code	Description	Cost
	V8 ENGINE-FFV, AUTOMATIC, AIR CONDITION, HD TRAILER TOW PACKAGE, SWING OUT-SIDE & REAR DOORS W/GLASS, AM/FM, FRONT BUCKET SEATS (2), STEP BUMPER, 8600#GVWR, 135" WHEELBASE, FULL RUBBER FLOOR	INCL			
	¾-8600#GVWR	1075		CALDWELL COUNTRY CHEVROLET	
	V8 ENGINE	995		PO BOX 27	
	TOW PACKAGE	265		CALDWELL,TEXAS 77836	
	GLASS REAR/SIDE DOORS	145			

Subtotal B	$2,480

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

PACKAGE CREDIT Subtotal D	-1033.

E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$18,637

Quantity Ordered X	2
Subtotal E	$37,274
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$37,674

Estimated Delivery Date:	UNITS IN STOCK-IMMEDIATE DELIVERY-PLEASE SEND PURCHASE ORDER TO RESERVE OR FACTORY ORDER 90 DAYS APPX

AI-22529 **21.I.**

Re-Advertise Seal Competitive Procurements
CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Re-Advertise Sealed Competitive Procurements - Project Specific: Roof Repairs for the Following Individual Head Start Facilitities:

Palmview II and San Juan II Head Start Centers

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Re-Advertise for Roof Repairs

Link: PALMVIEW II

Link: SAN JUAN II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:52 AM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2010 09:22 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:23 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 08:46 AM

Final Approval Date: 08/20/2010

READVERTISE FOR ROOF REPAIRS

VI. PROGRAM OPERATIONS

F.8. Re-Advertise for Roof Repairs:

1. Palmview II H/S Center
2. San Juan II H/S Center

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 18, 2010

SUBJECT: Discussion/Authority to Re-Advertise Sealed Competitive Procurements-Project Specific: Roof Repairs for the Following Individual Head Start Facilities: Palmview II, and San Juan II Head Start Centers

RATIONALE/NEED: Facilities are in need of roof repairs for the purpose of maintaining a safe learning environment for the Head Start children and families. Funds for this project were awarded by the U.S. Department of Health & Human Services under the American Re-Investment Recovery Act (ARRA).

RECOMMENDATION: Administration Recommends Approval

COST: $70,000.00

RELATED INFORMATION INCLUDED: Memo/Specifications

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director AT

DATE: August 5, 2010

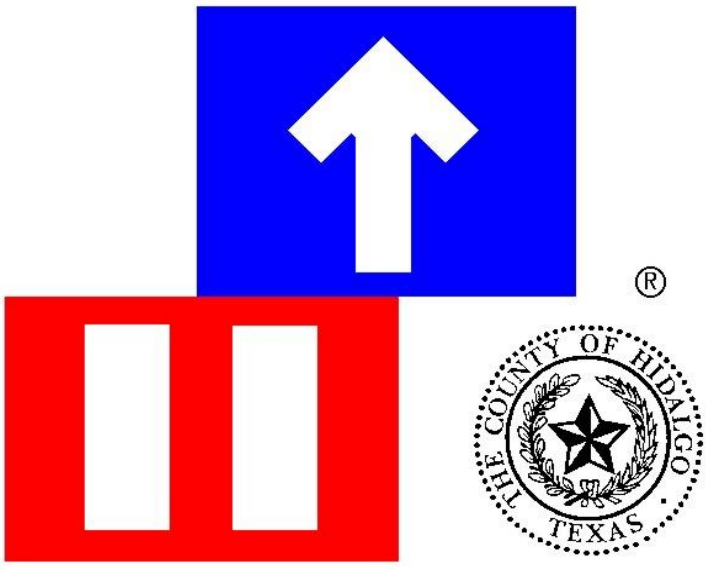
SUBJ: Re-Advertise Bid on Roof Repairs

We are requesting approval to re-advertise for Roof Repairs for the San Juan II Head Start Center and the Palmview II Head Start Center. The Head Start Program must comply with the Texas Occupational Code in doing these repairs on these two locations. An engineer must be hired to monitor the repairs to be in compliance. The engineers were not in place to assist us in these two roof repair projects which were approved by the Policy Council on May 19, 2010.

Should you have any questions please feel free to call me at 956-380-4149. Thank you.

PALMVIEW II

SAN JUAN II



Hidalgo County Head Start Program

Bid No: 2010-028-09-08	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR BIDS

ROOF REPAIRS PALMVIEW II

BID #2010-028-09-08

McAllen, Texas

August 24, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS PALMVIEW II" BID #2010-028-09-08
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 3 pages.
4. Bid Page, Exhibit B, consisting of 1 page.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 1 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 1 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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director August 24, 2010

August 24, 2010

Re: **HIDALGO COUNTY HEAD START PROGRAM**
REQUEST FOR BIDS (RFB)
"ROOF REPAIRS PALMVIEW II"
BID № 2010-028-09-08

Dear Respondents:

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

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2010-028-09-08

1. Sealed bids will be received for **"ROOF REPAIRS PALMVIEW II" FOR HIDALGO COUNTY HEAD START PROGRAM** 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 Head Start Program reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"RFB No. 2010-028-09-08 ROOF REPAIRS PALMVIEW II" FOR HIDALGO COUNTY HEAD START PROGRAM"** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m. Wednesday, September 8, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO "RFB 2010-028-09-08 ROOF REPAIRS PALMVIEW II FOR HIDALGO COUNTY HEAD START PROGRAM".

   Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County Head Start Program 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 Head Start Program. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program 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 an Hidalgo County Head Start Program 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 Head Start Program. 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 thirty (30) 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 Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out 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 Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 4:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Head Start Program
  Ambrosio Tovar, Procurement Director
  (956) 380-4149

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 HEAD START PROGRAM ROOF REPAIR SERVICES PALMVIEW II"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contract person for Billing and Payment questions:

  Attn: Hidalgo County Head Start Program
  Elma Keller Finance Department
  1901 W. State Hwy 107
  McAllen, TX. 78504
  (956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	September 8, 2010
Project Award of Contract or Issuance of Purchase Order	_____
Project Commence Work or Deliver Products	_____

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 $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 45 CFR 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 Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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 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 Hidalgo County Head Start Program.

. 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 Head Start Program (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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of

facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program
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 customer 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 Hidalgo County Head Start Program.

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 Hidalgo County Head Start Program 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 Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 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 Head Start Program, 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 Hidalgo County Head Start Program.

Bid
for
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - PALMVIEW II HEAD START"
August 24, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

(*THIS PAGE MUST BE SUBMITTED WITH BID)*

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“ROOF REPAIRS PALMVIEW II”

EXHIBIT “A”

SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR ROOF REPAIR PALMVIEW II:

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:

It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:

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

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. Head Start will select roof shingle color **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove gutters in order to roof under the shingle roof properly
- A ½" layer of primed dens-deck board will be fastened over the roof
- Repairs to the shingle roof will be made where nails appear to be pushing up through the shingle
- A 50 mil layer of Duro-Last membrane will be fully adhere (glued) to the dens-deck board The Duro-Last material will be applied up the vertical area behind the gutters and underneath the first coarse of critical point
- Walk way pads will be applied around the A/C units
- The gutters will be re-installed.
- Small sections of downspout will be added in order to channel the water off of the roof
- Twenty year guarantee
- Remove debris from premises daily
- Must meet Davis Bacon Act requirements
- Building located at: 618 Breyfogle Rd., PALMVIEW, TX

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department. The following information must be listed on the submitted invoice.

1) Center Location
2) Date
3) Description of service being performed
4) Purchase Order
5) Confirmation Signature from Field Operations Director

ACCESS TO CENTER:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:

Bidder must submit three letters of recommendation (example: schools, cafeterias, day cares, or other government entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be from date awarded and upon completion. The Hidalgo County Head Start Program may terminate the contracts upon thirty (30) days advance written notice to contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services, hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

a) The vendor awarded the contract shall present evidence, that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

b) Interested vendors must have the capabilities to address two or more jobs at one time.

NEW SITES:

The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.

AWARD:

Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“ROOF REPAIRS –
PALMVIEW II HEAD START”

EXHIBIT B

BID PAGE

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Wednesday, September 8, 2010.

COST:

PALMVIEW II CENTER

Roof Repair Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS PALMVIEW II"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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 ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

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

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS PALMVIEW II"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS SAN JUAN I"

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 fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(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 HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ 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**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **SEPTEMBER 8, 2010** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS – PALMVIEW II HEAD START"**

BID NUMBER 2010-028-09-08

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-028-09-21

THIS CONTRACT is made and entered into this 21st day of September, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for PALMVIEW II Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. 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 Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations 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. **Term**. This Contract shall be for a period beginning _____ **and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, 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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

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

personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____
_____
_____
_____

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

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this _____, 2010

APPROVED BY COMMISSIONERS COURT ON: _____, 2010

Company:

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

.

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:

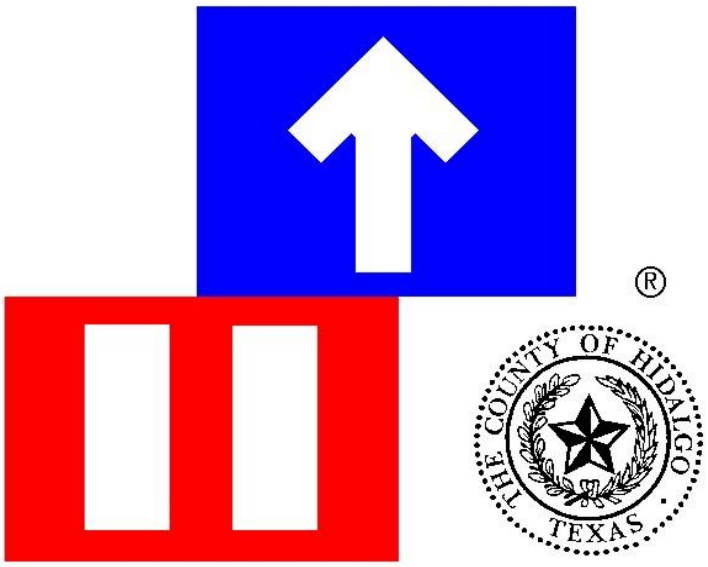
- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and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



Hidalgo County Head Start Program

Bid No: 2010-029-09-08	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR BIDS

ROOF REPAIRS SAN JUAN II

BID #2010-029-09-08

McAllen, Texas

August 24, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS SAN JUAN II BID #2010-029-09-08
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 3 pages.
4. Bid Page, Exhibit B, consisting of 1 page.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 1 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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director August 24, 2010

August 24, 2010

Re: **HIDALGO COUNTY HEAD START PROGRAM**
REQUEST FOR BIDS (RFB)
"ROOF REPAIRS SAN JUAN II"
BID № 2010-029-09-08

Dear Respondents:

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

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2010-029-09-08

1. Sealed bids will be received for **"ROOF REPAIRS SAN JUAN II" FOR HIDALGO COUNTY HEAD START PROGRAM** 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 Head Start Program reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"RFB No. 2010-029-09-08 ROOF REPAIRS SAN JUAN II" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m. Wednesday, September 8, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO "RFB 2010-029-09-08 ROOF REPAIRS SAN JUAN II FOR HIDALGO COUNTY HEAD START PROGRAM".

   Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County Head Start Program 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 Head Start Program. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program 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 an Hidalgo County Head Start Program 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 Head Start Program. 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 thirty (30) 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 Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out 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 Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 4:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Head Start Program
  Ambrosio Tovar, Procurement Director
  (956) 380-4149

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 HEAD START PROGRAM ROOF REPAIR SERVICES SAN JUAN II"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contract person for Billing and Payment questions:

  Attn: Hidalgo County Head Start Program
  Elma Keller Finance Department
  1901 W. State Hwy 107
  McAllen, TX. 78504
  (956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	September 8, 2010
Project Award of Contract or Issuance of Purchase Order	_____
Project Commence Work or Deliver Products	_____

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 $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 45 CFR 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 Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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 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 Hidalgo County Head Start Program.

. 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 Head Start Program (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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of

facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program
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 customer 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 Hidalgo County Head Start Program.

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 Hidalgo County Head Start Program 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 Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 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 Head Start Program, 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 Hidalgo County Head Start Program.

BID
for
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - SAN JUAN II HEAD START"
August 24, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

(THIS PAGE MUST BE SUBMITTED WITH BID)

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS SAN JUAN II"

EXHIBIT "A"

SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR ROOF REPAIR SAN JUAN II:

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. Head Start will select roof shingle color **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove gutters in order to roof under the shingle roof properly
- A ½" layer of primed dens-deck board will be fastened over the roof
- Repairs to the shingle roof will be made where nails appear to be pushing up through the shingle
- A 50 mil layer of Duro-Last membrane will be fully adhere (glued) to the dens-deck board The Duro-Last material will be applied up the vertical area behind the gutters and underneath the first coarse of critical point
- Walk way pads will be applied around the A/C units
- The gutters will be re-installed.
- Small sections of downspout will be added in order to channel the water off of the roof
- Twenty year guarantee
- Remove debris from premises daily
- Must meet Davis Bacon Act requirements
- Building located at: 601 Earling Rd., San Juan, TX

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department. The following information must be listed on the submitted invoice.

1) Center Location
2) Date
3) Description of service being performed
4) Purchase Order
5) Confirmation Signature from Field Operations Director

ACCESS TO CENTER:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:

Bidder must submit three letters of recommendation (example: schools, cafeterias, day cares, or other government entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be from date awarded and upon completion. The Hidalgo County Head Start Program may terminate the contracts upon thirty (30) days advance written notice to contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services, hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

a) The vendor awarded the contract shall present evidence, that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

b) Interested vendors must have the capabilities to address two or more jobs at one time.

NEW SITES:

The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.

AWARD:

Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“ROOF REPAIRS –
SAN JUAN II HEAD START”

EXHIBIT B

BID PAGE

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Wednesday, September 8, 2010.

COST:

SAN JUAN II CENTER

Roof Repair Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS SAN JUAN II"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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 ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

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

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS SAN JUAN II"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS SAN JUAN I"

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 fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(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 HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ 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**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **SEPTEMBER 8, 2010** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS – SAN JUAN II HEAD START"**

BID NUMBER 2010-029-09-08

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-029-09-21

THIS CONTRACT is made and entered into this 21st day of September, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for SAN JUAN II Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. 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 Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations 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. **Term**. This Contract shall be for a period beginning _____ **and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, 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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with

coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

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

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____
_____
_____
_____

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

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this _____, 2010

APPROVED BY COMMISSIONERS COURT ON: _____, 2010

Company:

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

.

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.

AI-22526 **21.J.**

Exemption from Competitive Bidding for Engineering Services

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

1. Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024(a)(4) a Professional Service;

2. Presentation of the Scoring Grid of at Least Three (3) Engineering Firms from the County's Approved "Pool" as Graded and Evaluated for the Purposes of Ranking by Commissioners' Court in Connection with Hidalgo County Head Start Program for the Project of doing Roof Repairs on the San Juan II and Palvmiew II Head Start Centers:

a. DOS Logistics - Avg. Score 89 - Rank _____;

b. HASS Assoc. Inc. - Avg. Score 88.33 - Rank _____;

c. Dannebaum Eng. Co. - Avg. Score 95.33 - Rank _____;

3. Authority to Negotiate a Professional Engineering Service Contract with the No. 1 Ranked Firm of _____ for the Project of Roof Repairs for the San Juan II and Palmview II Head Start Center.

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: engineering draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:37 AM	APRV

2	Roland Garcia	Rolando Garcia	08/20/2010 08:01 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:24 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz Started On: 08/16/2010 08:14 AM

Final Approval Date: 08/20/2010

ENGINEERING SERVICES

VI. PROGRAM OPERATIONS

F. 5. a. Requesting Exemption for Engineering Services
b. Scoring Grid of Three (3) Engineering Firms
c. Negotiate Professional Engineering Contract

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 18, 2010

SUBJECT:

a. Requesting Exemption From Competitive Bidding Under The Texas Local Government Code 262.024 (A)(4) a Professional Services.

b. Presentation Of at Least Three (3) Engineering Firms from the County's Approved "Pool" as Graded and Evaluated for the Purposes of Ranking by Commissioners' Court in Connection with Hidalgo County Head Start Program for the project of doing roof repairs on the San Juan II and Palmview II Head Start Centers;

a. Dos Logistics – Ave Score - 89.00-Rank_____
b. Halff Associates – Ave Score-88.33-Rank_____
c. Dannenbaum –Ave. Score - 95.33-Rank_____

c. Authority To Negotiate a Professional Engineering Service Contract with the No.1 Ranked Firm of _____ for the provision of engineering services for the project of doing roof repairs on the San Juan II and Palmview II Head Start Centers.

RATIONALE/NEED: Funding for this project was awarded by the U.S. Department of Health & Human Services under the American Re-Investment Recovery Act (ARRA).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDED: Scoring Grid/Contract

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____.

Hidalgo County Head Start Program

Evaulation of Engineering Firms

	DOS Logistics				Halff Associates, Inc.				Dannenbaum Engineering Company-McAllen, LLC			
	Evaluation			Avg.	Evaluation			Avg.	Evaluation			Avg.
	A	B	C		A	B	C		A	B	C	
1 Professional Qualification of Team	20	15	20	55	19	15	20	54	20	18	20	58
2 Experience of Project Team	25	18	20	63	25	18	20	63	25	20	25	70
3 Experience/Available of Project Manager	19	15	19	53	19	15	20	54	20	18	20	58
4 Understanding of Project	25	18	25	68	25	18	25	68	25	20	25	70
5 Familiarity with Applicable Rules & Regulations	10	8	10	28	10	8	8	26	10	10	10	30
TOTAL	99	74	94	89.00	98	74	93	88.33	100	86	100	95.33

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-027-02-24

THIS AGREEMENT is made, by and between **HIDALGO COUNTY HEAD START PROGRAM**, acting herein by and through the **Commissioner's Court,** hereinafter called the "**Owner",** and _____**,** hereinafter called the "**Engineer".**

WITNESSETH:

WHEREAREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to "**Palmview II and San Juan II Head Start Buildings Roof Repairs"** hereinafter referred to as the **"Project"**

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 Provided by the Engineer,* attached hereto and made a part of this Agreement

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer,** as more particularly identified in **EXHIBIT "B",** attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule")** in accordance with the terms identified in **EXHIBIT "C" – *Work Schedule,*** attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on October 6, 2010 (hereinafter referred to as the **"Termination Date")**, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and 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.**

If the **Owner** suspends the work, the **Termination Dates** 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 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 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 five consideration to payment of an amount in settlement to include: 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 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 ***Basic 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. 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 **ESHIBIT "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 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 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 exception as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioner 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** fir 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 **("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 of **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** 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 the 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 Forms*,** 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 effect completion of the **Work Authorization.** All **Work Authorization** 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** for each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all service under this Agreement insofar as they pertain to the 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 of 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 of character of the service to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the Owner and the Engineer. All supplemental

agreement 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 **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 Article3 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 changes or revisions in work, as identified in Article 10 hereof, shall be made by **Engineer** until full execution of **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 option 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 find 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** shall so advise the **Engineer** as provided herein. The **Engineer** shall not perform any proposal 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 cost incurred by the **Engineer** relating to additional work no directly associated with the performance of the work authorization 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 previous Approved or Satisfactorily Completed Work. If the **Owner** fund it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactory 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 the 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 compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of project cost. Notwithstanding any provisions herein to the contrary, in the event it is necessary for the **Owner** to required changes in the final plan of the **project** to enable it to the reduce the construction cost of the **Project** to an amount with 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 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 **Released of Documents.**

11.1 Ownership of Documents. Original drawing 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 drawing and 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 drawing 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 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's** own expense, and 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 other 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 is 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 other consideration 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, drawing, 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. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transferred the **Engineer's** interested in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every sub consultant by written subcontract o observe all the terms of this Agreement to the extent that they may be applicable to each sub consultant. No subcontract relives the **Engineers** 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 assign 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** shall indemnify and save the **Owner** harmless from and against all cost, 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 paper served on the **owners** 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 if 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 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 or of as 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** possession prior such as 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 subjected 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. **Engineer** shall, however, inform each 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 purpose of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and required the **Engineer's** employees assigned to this **project** to communicated 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 is employees to execute patent applications and assignment thereof to the **Owner** or its nominees, and powers of attorney relating

thereto for any county the **Owner** may designated, 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** desired to protect them. Before assigned 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 terminations, discharge or cancellation thereof

ARTICLE 17. Engineer's seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineers** 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 e 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 for 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 clarifications 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 **Engineers's** best efforts, skill, judgment and abilities to design the **Project** and to further the interest 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 law, regulations, code, ordinance, 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 service to be provided by the **Engineer** for the **Project** , prior the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project,** and the improvements with built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinance 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 from the inspection 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 abilities engaged in engineer practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that all of **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** to be the prime professional on the **Project** in its entirely and possesses the special skill which enable the **Engineer** to recognize that any commissioners, elected officials, employees and agents of the **Owner,** plus resident 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 **EXIBIT '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 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 there with, 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** indented 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 **PS&E** developed by **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 affords to obtain from al vendors of equipment and materials, fullest possible warranties against detective materials and workmanship for the benefit of **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,** the **Engineer** must change the **Project Manager** prior to completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to **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 from 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 Document/Information Exchange The purpose of the 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 **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 agent (collectively **"indemnities"**) 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 "liabilities") 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 there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly 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 **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 **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 **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 **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of 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 fifty 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 minimum limits of liability for each of the types of insurance

coverage identified above. The **Engineer** shall furnish the **Owner** with certificate of insurance **(Hidalgo County Certificate of Insurance)** showing the said policy to be in full force and 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 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 Agreement as outlined in Article3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best effort 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 wages statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

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 all 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 constructed 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 Head Start Program	_____
ATT: Teresa Flores	_____
1901 W. State Highway 107	_____
McAllen, Texas 78504	_____

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 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 Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the **24th day of August, 2010**

ENGINEER:
_____

OWNER:
HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Name

BY: _____
Teresa Flores, Program Director

ATTEST:

HIDALGO COUNTY

BY: _____
Arturo Guajardo, Jr. County Clerk

BY: _____
Rene A. Ramirez, County Judge

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

BY: _____
Stephen Crain

Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

ATTACHMENTS:

EXHIBIT A	-Scope of services to be provided by the owner
EXHIBIT B	-Scope of services to be provided by the engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	**-**Work Authorization Form
EXHIBIT F	**-**Supplemental Agreement Form
EXHIBIT G	**-**Certificate Of Insurance (Hidalgo County Head Start)

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** (as defined and more particularly identified in **EXHIBIT "B1"** attached to this Agreement).

I. **GENERAL**

The **Owner** will provide to the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this 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 **EXHIBIT "C"** attached to this Agreement.

(6) Attend and participate in progress meeting as required and as coordinated and conducted by the **Engineer.**

(7) Provide a copy of any studies, previously prepared by other parties contracted by the **Owner** and incorporated herein by reference as the ***"Building Repairs and/or Renovations for the Hidalgo County Precinct 2 and 3 Area",*** and any associated documentation that may be relevant to the **Engineer** in the evaluation and verification of any projects under the ***"Building Repairs and/or Renovations for the Hidalgo County Precinct 2 and 3 Area"***

II. **PRELIMINARY PROJECT PLANNING & DEVELOPMENT**

The **Owner** will provide to the **Engineer** the following ***as required:***

(1) Approve the **Work** Plan prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement

(2) Approve the **Project Schedule** prepared by the **Engineer** and more particularly identified in **EXHIBT "B"** attached to this Agreement.

(3) **Construction Estimate.** Provide the **Engineer** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the Engineer and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(4) Submit all required applications prepared by the **Engineer** as relevant for funding sources.

(5) **Capital Improvement Program (CIP).** If approved by the **Owner** under ***Special Services,*** as identified in Article 5.2, provide any relevant data regarding the **Owner's** budget and budget process to assist the **Engineer** in the preparation of the **CIP** more particularly identified in **EXHIBIT "B"** attached to this Agreement; review and approved the **CIP** prepared by the **Engineer.**

(6) **Public Involvement if *required.*** Assist the **Engineer** in the preparation of the project mailing list; provide representation at all public meetings; provide representation at all public hearings; additionally:

Public Meetings

a. Approve agenda and exhibits prior to each public meeting.
b. Approve date and location of the public meeting.
c. Review/approve Public Meeting Report.

Public Hearings

d. Upon applicable agency approval of the schematic and environmental document, the **Owner** will authorize the **Engineer** to conduct and/or afford a public hearing if required.
e. Approve agenda and all exhibits prior to the public hearing.
f. Approve date and location of the public hearing.
g. Review/approve Public Hearing Report.

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following ***as required:***

Preliminary Engineering

(1) Attend the **Preliminary Concept Conference** coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Assist the **Engineer** as required in the coordination with any other coordinating agency or entity.

(3) Review and approve the ***"Preliminary Engineering Report"*** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(4) **Right-of-Way Data.** Upon approval of the schematic and environmental document, authorize the **Engineer** to begin work on the right-of-way (ROW) map; additionally:

a. Provide available existing ROW plans.
b. Assist the **Engineer,** as necessary, with coordination of any utility relocation that may be required.
c. Review/approve the preliminary ROW map: authorize preparation of the field notes and parcel descriptions.
d. Review/approve ROW map, field notes and parcel descriptions.
e. Acquire ROW in accordance with federal and/or county guidelines and procedures.

(5) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement

Construction

(6) Review and approve all services provided by the **Engineer (**and more particularly identified in attached to this Agreement) regarding advertising for each authorized construction contract for the Project, the opening and tabulation of bids, and the preparation of contract document for the award of construction contracts.

(7) Review and approve change orders as required and prepared by the **Engineer.**

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"
Services to be Provided by the Engineer

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CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classifies as either ***Basic Services*** or ***Special Services***. The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (EM)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Funding Liaison and Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of "***Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (IBWC, FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) Design Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) Construction Bidding	***Basic***
(2) Owner's Representative	***Basic***
(3) Defects and Deficiencies	***Basic***
(4) Monthly Construction Progress Reports	***Basic***
(5) Recommendations for Payment to the Construction Contractor	***Basic***
(6) Project Site Management	***Special***
(7) Implementation of QC/QA Program	***Basic***
(8) Change Orders	***Special***
(9) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

III. PRELIMINARY ENGINEERING , FINA, DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar / provided by **Owner)**	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions / Recommendation for Final Design	***Basic***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map ***Special***
(2) Design Field Surveying ***Special***
(3) Geotechnical Investigations and Reports ***Special***
(4) Permitting ***Basic***
(5) Levee / Channel / Drainage Design ***Basic***
(6) Roadway Design ***Basic***
(7) Bridge Design ***Basic***
(8) Plans, Specifications & Estimates ***Basic***

(C) Construction:

(1) Construction Bidding Documents ***Basic***
(2) Project Site Representation: ***Special***
   a. Engineering Support Data for Defects & Deficiencies ***Special***
   b. Daily and Weekly Construction Reports ***Special***
   c. Measurement / Calculations for Contractor Payment ***Special***
   d. Project Engineer / Resident Engineer Services ***Special***
(3) Miscellaneous Technical Activities:
   a. Construction Field Surveying ***Special***
   b. Shop drawing Review ***Basic***
   c. Control of Materials & Equipment ***Special***
   d. Project Engineer / Resident Engineer Services ***Basic***
(4) Final Acceptance:
   a. Performance Testing ***Special***
   b. As-Built Drawings ***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM)*

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project** in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that I required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Schedule**. The **Engineer** will prepare a **Project Schedule for each work authorization.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout the **Project** development under each work authorization. It will be provided, as well as any updates, to the **Owner** as a part of the **Work Plan.** The schedule will identify all major milestones and **Project** deliverables. 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 schedule.

(2) **Construction Estimate.** The **Engineer** shall prepare a preliminary estimate for the construction of the **Project.** The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program.** The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project.**

(4) **Subcontract Administration.** The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project.** The **Engineer** shall advise and/or provide recommendations to the **Owner,** as the **Project** progresses, should additional sub-providers be requires. All subcontracting and assignment will be in accordance with Article 14.

(5) **Capital Improvement Program (CIP).** If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the "***Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a accost effective and efficient manner (conductive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(6) **Management / Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II – Preliminary Project Planning and Development).

(7) **Implement QC/QA Program.** The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field, recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) **Preliminary Engineering.** The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II –Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report"***. Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) Preliminary Concept Conference. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with **Owner,** and any other stakeholders approved by the **Owner.** At the PCC, the **Engineer** will outline the issued and aspects involved in the development of the ***"Preliminary Engineering Report",*** identify existing condition s and design requirements, and present the approach to the development of the report for approval by the **Owner.**

(2) Management/Coordination of Engineering Activities. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Preliminary Engineering).**

(3) Implement QC/QA Program. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report"***, and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) Final Report: "*Preliminary Engineering Report".* The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) Coordination with various agencies. The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner,** and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the **Owner** has approved the **Engineer's** final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all federal, State, and County permitting requirements, the **Engineer,** will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project.** Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) Design Concept Conference (DCC). The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team.** At the DCC, the **Engineer** will distribute the ***"Design***

Policy & Procedures Manual" provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team.**

(2) Management/Coordination of Engineering Activities. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction **(Final Design).**

(3) Implement QC/QA Program. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering)**. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) Construction Bidding Documents. The **Engineer** shall perform the following in preparation of the construction bidding documents:

a. Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

b. The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

c. The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

d. The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(2) Owner's Representative. In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(3) Defects and Deficiencies. In providing the ***management and administration*** of the authorized construction contract, the **Engineer** shall use the **Engineer's** best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the

"Contractor". The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(4) Progress Reports. The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(5) Contract Payment. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(6) Project Site Management. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner:**

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor's** progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor's** progress and work.

(7) **Implement QC/QA Program.** The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design , and Construction **(Construction)** in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(8) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(9) **Final Acceptance.** Following the completion of construction by the **Contractor,** the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance test required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development.** Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/recon/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provide by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** (***if required by Federal agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **Project** description
(ii) Need for **project**
(iii) **Alternatives considered**
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project**. This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project**, for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sing-in-roster) and exhibits for public meetings and public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** ***(if not provided by Owner)***

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of recon/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer**, the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project,** a base map background will be provided to the **Engineer** through the **Owner.**

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(I) Contact Prints and Mosaics
(II) Planimetric maps
(III) Contour maps
(IV) Cross Sections
(V) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report"***. The ***"Preliminary Engineering Report"*** shall be based on the **Engineer's** review and comments of the ***"Levee Improvement Study for the Rio Grande River within Hidalgo County"*** as prepared by the IBWC as well as the ***"Raymondville Drain Outfall Study"*** (both to be provided by the **Owner)**. Should the review and comments by the **Engineer** indicate deficiencies in the ***"Levee Improvement Study for the Rio Grande River within Hidalgo county", "Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report –** ***"Flood Protection Plan"*** dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project,** and to set forth clearly the **Engineer's** recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) <u>Preliminary Field Surveying</u>

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner.**

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flow line (upstream &downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) <u>Data Collection</u>

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(I) Available previous hydraulic and/or engineering studies

(II) Previous documentation and/or studies for the International Boundary and Water Commission (IBWC) and for the Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(III) Parcel mapping

(IV) Property assessment

(V) USGS topographic mapping

Property and Facility Management

(VI) Land acquisition and disposition

(VII) Building and property inventory

Land Use Planning and Zoning

(VIII) General Plan mapping

(IX) Zoning mapping
(X) Demographic mapping
(XI) Economic Development
(XII) Linking to permitting systems
(XIII) Existing aerial photographs and/or mapping

Engineering

(XIV) Storm drain mapping
(XV) Subdivision mapping
(XVI) Street mapping

Public Safety

(XVII) Emergency preparedness plans

Environmental Assessment (if required by Federal/State agencies)

(XVIII) Wetland mapping
(XIX) National Pollution Discharge Elimination System (NPDES) permitting
(XX) Facility mapping
(XXI) Vegetation mapping
(XXII) Coastal zone management

Elections

(XXIII) District Boundary definition

(3) Geographical Information System

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) Arc View with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project".*** Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report". ArcView will also be used to export data to the USACE*** Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) Hydrologic Analysis

(a) The **Engineer** shall review and comment on the hydraulic analyses of portions of the International Boundary and Water Commission (IBWC) ***"Levee System Improvement Study"*** for the Rio Grande River within Hidalgo County as well as portions of the Raymondville drainage watershed(s) that are located in Precinct No.2 and No.3.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the International Boundary and Water Commission (IBWC) ***"Levee System Improvement Study"*** for the Rio Grande River within Hidalgo County as well as the Raymondville drainage watershed(s) that are located in Precinct No. 2 and No. 3 with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) Hydraulic Analysis

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner.** This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimmensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map.

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the corss-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the point taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 2 and No. 3 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels**.**

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) Flood Plain Mapping

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) Alternate Solutions and Recommendations

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer's** final recommendations and provide the approval for the final design of the **Project.**

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project.**

(8) Final Report

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer's** final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project.** Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner's** local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner.** The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner.**

(2) **Design Field Surveying (Special Services)**

The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project.** This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Geotechnical Investigations (special Services)**

The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(4) **Permitting**

The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(5) **Levee/Channel/Drainage Design**

The **Engineer** shall perform levee / channel / drainage design for the proposed improvements to existing levees and/or channels or facilities within the **Project**. The design of levee / drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineer*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Roadway Design**

The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing levees/channels and/or proposed levees/channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (city, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossing to the proposed improvements to the existing channels and/or proposed channels of the **project.** The design of this bridges shall conform to the **Project** design criteria required by the **Owner** (City, or State), of the associated bridge structure and/or roadway, and the requirement set forth by the American Association of the Highway and Transportation Officials (AASHTO), "Standard Specification for the Highway Bridges". These design shall in all respects combine the application of sound **engineering** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the requirement information set forth by the governing entity.

(8) **Plans, specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawing, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner.** These documents shall in all respects combine the application of sound **engineering** principles with a high degree of economy, and shall be submitted to the applicable City, County State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer,** on 11" x 17" reproducible, 4 mil, double matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer,** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

Pan sheets, Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheets, typical section, sequence of construction, traffic control (as applicable), specification data (including schedule for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, must be signed and dated by the **Project Engineer** of responsible supervisions as being applicable to the **Project.**)

(d) **Specification.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 standards specifications for construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer,** must be incorporate, to the extent possible, references o standard requirements of AASHTO design AASHTTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepared detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) **Construction Phase services.** The **Engineer** shall provide **engineering** services for each authorized construction control of the **Project.** Specific **engineering** work activities, tasks and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project,** opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposal received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer.**

(2) **Project site Representation**

(a) In general, the **Engineer** shall provide the **engineering support and data** required for consultation and advisement to the **Owner,** and to protect the **Owner** against defects and deficiencies in the work of the **Contractor.**

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the **engineering support and data** required to monitor the **"Contractor's Management Policy & Procedures Manual"** developed and more particularly identified under **I** – Engineering Managements in this exhibit. This information will be utilized for the development of the **monthly program report** to be provided to the **Owner** as identified under I – Engineering Management in this Exhibit. This information will be utilized for the **Owner** as identified under I – Engineering Management in this exhibit.

(c) Contractor Payment. The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specification, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor.**

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(I) **Project Engineer.** The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor's** progress and conformance to the construction contract plans and specifications.

(II) **Resident Engineer**. If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) Miscellaneous Technical Activities

(a) Construction Field Surveying. The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) Shop Drawings. The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor.**

(c) Control of Materials & Equipment. The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(I) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(II) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specification.

(d) Change Orders. When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner.**

(4) <u>Final Acceptance</u>

(a) Performance Testing. Following the completion of construction by the **Contractor,** the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project.** This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer,*** as directed by the **Owner.**

(b) As-Built Drawings. The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT “B1”
Project Description

The project is described as professional engineering services for the development and implementation of **Building Repairs and/or Renovation on an as Needed Basis for Hidalgo County Precinct 2 and 3 Area within Hidalgo County, Texas** (incorporated herein by reference as the **“Project”).**

The project(s) will be assigned under a project specific work authorization and which may include planning, preliminary engineering and design, final design and plans, specifications, and estimates (PS&E), right-of-way map preparation, and construction phase services and inspection of proposed improvements.

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 RATES

EXHIBIT “D”

ENGINEER’S Contract Rate Schedule

EXHIBIT E

WORK AUTHORIZATION FORM

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 **HIDAGLO COUNTY HEAD START PROGRAM,** 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 Engineer*** attached hereto.

PART 2 ESTIMATED COST
The estimated cost for services under this Work Authorization is _____. This amount is based upon the cost 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._____ shall be funded through funding source:
Account No.__-____-_____-__-____-____-_____-__-____
Requisition Number_____(MUST BE INCLUDED AFTER CC APPROVAL)

PART 5 PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6 RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7 ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.____ Commissioner_____ as to content and detail of this Work Authorization No. #____.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.___:

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
_____

THE OWNER
HIDALGO COUNTY HEAD START PROGRAM

_____
By: (TYPE NAME)

_____
Teresa Flores, Program Director

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

_____
Rene Ramirez, County Judge

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

EXHIBIT "F"
Supplemental Agreement Form

SUPPLEMENTAL AGREEMENT NO. ___
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY HEAD START PROGRAM,** acting herein by and through its **BOARD OF DIRECTORS,** hereinafter called the **OWNER** and **_____** Professional engineers of McAllen, Texas, hereinafter called the **ENGINEER.**

W I T N E S S E T H

WHEREAS, the **OWNER** and the **ENGINEER** executed the Agreement on the day of _____, 2010 concerning "*Building Repairs and/or Renovations on an as Needed Basis for the Hidalgo County Precinct 2 and 3 Area"* (hereinafter referred to as the "Project"); and Work Authorization No.___ on the day of _____, 2010 for (description of Work Authorization);

And,

WHEREAS, Section _____of the Agreement, _____*(Section Title)*_____ establishes _____; and,

WHEREAS, it has become necessary to amend the contract _____

_____

NOW, THEREFORE, premises considered, the **OWNER** and **ENGINEER** agree that said Agreement is amended as follows:

I. Section _____of the Agreement, ___*(Section Title*____is revised to _____

_____

_____

IN WITNESS WHEREOF, the **ENGINEER** and the **OWNER** have caused this **Supplemental Agreement No.____** to be effective as of the _____day of _____, 2010.

ENGINEER:

_____

BY: _____
Louis H. Jones, Jr., P.E., President

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Program Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-22530 **21.K.**

Request to Enter into an Agreement

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Enter into an Agreement with The State of Texas Department of Information Resources (DIR) Communications Technology Services (CTS) Service Agreement, for TEX-AN Data Services

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

Attachments

Link: Technology Services Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:52 AM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2010 09:23 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:25 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 08:50 AM

Final Approval Date: 08/20/2010

TECHNOLOGY SERVICES AGREEMENT

VI. PROGRAM OPERATIONS

F. 9. Technology Services Service (CTS) Agreement

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 18, 2010

SUBJECT: Discussion/Approval on Request to Enter into an Agreement with The State of Texas Department of Information Resources (DIR) Communications Technology Services (CTS) Service Agreement, for TEX-AN Data Services

RATIONALE/NEED: This agreement will assist the Head Start Program implement T1 lines, and Point-to-Point data circuits at the Administrative office and 16 Head Start locations.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDED: Memo/Participant Info/Agreement

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

DREVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

All

Home Co-op Contracts Texas.gov Security DCS CTS



CTS > TEX-AN > Data Services

Overview

TEX-AN

- Voice Services
- Data Services
- Customer Eligibility
- How to Order

CCTS

Customer Care

Contact Us

Data Services

DIR's Communications Technology Services (CTS) provides a variet

- **Access and Access Circuits** are dedicated circuit connectio provider and offer a variety of carrier-provided services such ATM, frame relay, point-to-point data circuits, and Internet.
- **MPLS (Multi-Protocol Label Switching)** is packet-switche data delivery. It is designed to carry data from one network r
- **ATM/FR (Asynchronous Transfer Mode/Frame Relay)** a you to choose your access, port, and PVC speed to deliver da
- **Point-to-Point Data Circuits** are designed to deliver traffic up) from one location to another.
- **Internet Connections** are available in varying speeds of co

How to Order TEX-AN Data Services

Don't see what you need here? Visit our ICT Co-op Contracts search and services.

© Department of Information Resources 2010

Agency # _____

Department of Information Resources
Communications Technology Services Division
Service Agreement

This service agreement is between the Department of Information Resources/Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 The Customer will provide Purchase Orders (PO's) to DIR/CTS for services, as ordered, which shall be valid for the entire term of this Service Agreement. Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the types of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, Purchase Order numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer shall be responsible for issuing and maintaining the status of PO's. Customer agrees it has no rights to setoff against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect for the period through the end of the state's current fiscal year. The Service Agreement is annually renewable by the timely issuance of a PO by Customer, received prior to the end of the current contract term. In the event a new PO is not received in a timely manner, services will continue on a month-to-month basis until a new Purchase Order is received or termination of the Service Agreement is effected by compliance with Article V. hereof.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.5, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at http://www.dir.state.tx.us/tsd/contact.htm Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on (512) 463-7800.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: _____	**DEPARTMENT OF INFORMATION RESOURCES**
BY: _____	BY: _____
NAME: _____	NAME: Cindy Reed
TITLE: _____	TITLE: Deputy Executive Director - Operations and Statewide Technology and Sourcing, DIR
DATE: _____	DATE: _____
_____	**Legal:** _____

AI-22527 **21.L.**

Statement of Qualifications

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Advertise for the Statement of Qualifications for the Following: Medical & Dental Services, Mental Health Services and Special Services for the Purpose of Expanding the "Medical & Dental, Mental Health and Special Services Pool"

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Statement of Qualifications

Link: RFQ MEDICAL & DENTAL 2010 ROUND 2

Link: RFQ MENTAL HEALTH

Link: RFQ SPEC SERVICES

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/17/2010 08:44 AM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2010 09:20 AM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:25 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 08:37 AM

Final Approval Date: 08/20/2010

STATEMENT OF QUALIFICATIONS

FOR: **Medical/Dental**
Mental Health
Special Services

VI. PROGRAM OPERATIONS

F.6. Statement of Qualifications for:

*Medical/Dental

*Mental Health

*Special Services

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 18, 2010

SUBJECT: Discussion/Approval to Advertise for the Statement of Qualifications for the Following: Medical & Dental Services, Mental Health Services and Special Services for the Purpose of Expanding the "Medical & Dental, Mental Health and Special Services Pool"

RATIONALE/NEED: The medical & dental, mental health, and special services pool for the next school year needs to be expanded.

RECOMMENDATION: Administration recommends approval.

COST: As specified on services required

RELATED INFORMATION INCLUDED: Memo/Specifcations

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: August 5, 2010

SUBJ: Re-Advertise for RFQ

We are requesting to re-advertise for Request For Qualifications (RFQ) for the areas of Health/Dental, Mental Health, and Special Services. We would like to expand the pool of these providers to adequately provide the much needed services to the Head Start children. We did not get a good response so we would like to re-advertise to expand these pools.

Should you have any questions please feel free to call me at 956-380-4149. Thank you.

MEDICAL/DENTAL

MENTAL HEALTH

SPECIAL SERVICES

Hidalgo County Head Start Program

BID NO:2010-030-09-08	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MEDICAL & DENTAL PROVIDERS

Hidalgo County Head Start
McAllen, Texas

August 24, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MEDICAL & DENTAL PROVIDERS"
BID NO: 2010-030-09-08

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration, and Primary Covered Transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

August 24, 2010

Hidalgo County Head Start Program

August 24, 2010

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
“MEDICAL & DENTAL PROVIDERS”
BID NO: 2010-030-09-08

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Wednesday September 8, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, September 3, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday September 6, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee.

Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.
Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Medical & Dental Providers"** for the Hidalgo County Head Start Program.

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	September 8, 2010
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

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

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

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, Hidalgo County Head Start Program 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 Head Start Program (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 Head Start Program no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

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

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

    . Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

    . 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

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

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MEDICAL & DENTAL PROVIDERS"
RFQ No: 2010-030-09-08

August 24, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

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

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

Requirements/
Scope of Services

RFQ 2010-030-09-08

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MEDICAL & DENTAL PROVIDERS"
RFQ 2010-030-09-08

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Wednesday, September 8, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-030-09-08

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, September 3, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North Closner, Edinburg, TX 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 RFQ must submit a signed Proposer's Affidavit (attached herein 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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement 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 in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the Medical & Dental Provider and Specialty.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, rsumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:

    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."
    5. Include copy of Texas Drivers License photo I.D. and proof of criminal background.

D. Furnish the following:
   1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.

E. Attach “Letters of References” from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:

   A. Family profile and health
   B. Nutrition
   C. Development according to age and child’s health
   D. Allergies
   E. Mental Health
   F. Health Education
   G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:

      1. Height-Weight
      2. Blood Pressure
      3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
      4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
      5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
      6. Lead screening – A procedure to determine lead levels in the blood.
      7. Immunizations – All or any immunizations required to update the child’s health record.

8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child's dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II Scope of Dental Health Services (as mandated by Medicaid Guidelines)

include, but are not limited to the following:

A. A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:

1. A visual examination
2. X-Rays
3. Prophylaxis (cleaning)
4. Nutritional counseling
5. Behavior management, if necessary

B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.

C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended "List of Providers" by the dental provider.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

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 OR 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, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist 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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Wednesday, September 8, 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 Head Start Program.

RFQ SCORING AND RANKING:
A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.
B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

RFQ # 2010-030-09-08

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 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 therapy 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 its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MEDICAL & DENTAL PROVIDERS
RFQ № 2010-030-09-08

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team Comments/Rationale for Points:	20	_____
2.	Experience of Project Manager Comments/Rationale For Points:	25	_____
3.	Experience/Availability of Project Manager Comments/Rationale For Points:	20	_____
4.	Understanding of Project Comments/Rationale For Points:	25	_____
5.	Familiarity with Applicable Rules and Regulations Comments/Rationale For Points:	10	_____

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Business Name:_____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

RFQ 2010-030-09-08

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MEDICAL & DENTAL PROVIDERS"

CONFLICT OF INTEREST

RFQ 2010-030-09-08

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MEDICAL & DENTAL PROVIDERS”

PROPOSER’S AFFIDAVIT

RFQ 2010-030-09-08

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"

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 any 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 Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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? □ State General Services 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 Contractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____

Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

CONTRACT FOR
MEDICAL & DENTAL

C-10-030-09-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **21st** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and

Program agree as follows:

1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the

Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

8. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

9. 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 performance in Hidalgo County, Texas.

10. 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.

11. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August

31st, 2011) of the Contract period at the same rate and terms as provided in this Agreement. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

12.. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

13. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

14. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

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

BY: _____
Stephen L. Crain

HIDALGO COUNTY HEAD
START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **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 2 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 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

Hidalgo County Head Start Program

BID NO:2010-031-09-08	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

MENTAL HEALTH PROVIDERS

Hidalgo County Head Start
McAllen, Texas

August 24, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"MENTAL HEALTH PROVIDERS"
BID NO: 2010-031-09-08

1) Request For Qualifications Letter, consisting of 1 page.

2) Request for Qualifications, Legal Notice, consisting of 7 pages.

3) Acknowledgement Form, consisting of 1 page.

4) Requirements Criteria, Exhibit A, consisting of 7 pages.

5) Evaluation Criteria, Exhibit B, consisting of 2 pages.

6) Certification of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

7) Insurance Requirements, Exhibit C, consisting of 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 3 pages.

9) Proposer's Affidavit, Exhibit E, consisting of 1 page.

10) Vendor Application, Historically Underutilized Business (HUB) Declaration and Certification for Primary Covered transactions consisting of 3 pages.

11) Draft Contract for Professional Services, consisting of 6 pages.

12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

Date

August 24, 2010

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"MENTAL HEALTH PROVIDERS"
BID NO: 2010-031-09-08

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

1. Sealed Statements of Qualifications will be received for "MENTAL HEALTH PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Mental Health Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Wednesday, September 8, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday September 3, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday, September 6, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

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

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Mental Health Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.
c) Purchase Order Number.
d) Notation - for- "**Mental Health Providers"** for the Hidalgo County Head Start Program".

e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	September 8, 2010
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

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

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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 Head Start Program (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 Head Start Program no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

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

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of

an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

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

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider’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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo

    County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program’s discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request for Qualification

"MENTAL HEALTH PROVIDERS"
RFQ No: 2010-031-09-08

August 24, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

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

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

REQUIREMENTS
Scope of Services

RFQ 2010-031-09-08

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"MENTAL HEALTH PROVIDERS"
RFQ NO. 2010-031-09-08

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications form qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Mental Health Services Hidalgo County Head Start Program" "Request of Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday September 8, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-031-09-08

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, September 3, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North Closner, Edinburg, TX 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 RFQ must submit a signed Proposer's Affidavit (attached herein 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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, TO HAVE a Procurement 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 in order to be considered. **Please sign the original in BLUE ink**.

WAIVING OF INFORMALITIES:
Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term if for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ for Mental Health Consultants, which include License Professional Counselor (LPC), Psychologist, and Psychiatrist, are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Mental Health Providers.
B. Business Address and Telephone Number.
C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also conduct Mental Health evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services;
    2. Cultural, linguistic sensitivity, diversity and flexibility;
    3. Office sites and locations;
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
D. Furnish the following:
    1. Techniques utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    2. The list of instruments utilized in completing Mental Health evaluations for three (3) to five (5) year old children;
    3. Sample copy of a comprehensive Mental Health evaluation for three (3) to five (5) year old children.
E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications.

I. Scope of Mental Health Services would include, but may not be limited to the following:

- A. Classroom observation.
- B. Individual child observation.
- C. Psychological Assessment, Screening and Evaluations.
- D. Parenting Skills Training.
- E. Staff Mental Health Training.
- F. Psychological Services.
- G. Child, Family and Staff Consultation/Counseling/Play Therapy.
- H. Medication Management (Follow-Up).
- I. Behavior Modification Plans.
- J. Required Hidalgo County Head Start Program documentation as required by the Performance Standards.
- K. Home Visits (As Deemed Necessary).
- L. Prescribed Medication (As Deemed Necessary).

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

PROPOSERS 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.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program requires one (1) original submittal and three (3) copies.

SECTION III – SELECTION AND SCHEDULES

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 OR 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, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
The provider shall designate experienced therapist 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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Wednesday, September 8, 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 Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

RFQ # 2010-031-09-08

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 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 therapy 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 its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
MENTAL HEALTH PROVIDERS
RFQ № 2010-031-09-08

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Name of Company: _____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“MENTAL HEALTH PROVIDERS”

RFQ 2010-031-09-08

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Acord form. Certificates of insurance naming Hidalgo County Head Start Program 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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

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

_____ _____
Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to Procurement Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

CONFLICT OF INTEREST

RFQ 2010-031-09-08

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"MENTAL HEALTH PROVIDERS"

PROPOSER'S AFFIDAVIT

RFQ 2010-031-09-08

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "MENTAL HEALTH PROVIDERS"

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 any 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 Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: _____

Title: _____

Telephone No.:_____ Date: _____

CONTRACT FOR
MENTAL HEALTH

C-10-031-09-21

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 21st day of September, 2010 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____, (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the 31st day of August, 2011.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services to the clients of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540-0117

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

6. Provider agrees to provide professional liability, premises liability and auto liability insurance covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

8. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

9. The Provider will indemnify and hold the Program and the County of Hidalgo harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

10. 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 performance in Hidalgo County, Texas.

11. 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.

12. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

13. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

14. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

15. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

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

BY: _____
Stephen L. Crain

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address**: if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
□□□-□□-□□□□

OR

Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **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 2 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 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

Hidalgo County Head Start Program

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR QUALIFICATIONS

SPECIAL SERVICES PROVIDERS

Hidalgo County Head Start
McAllen, Texas

August 24, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, Texas 78504
(956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
"SPECIAL SERVICES PROVIDERS"
BID NO: 2010-032-09-08

1) Request For Qualifications Letter

2) Request for Qualifications, Legal Notice, 7 pages.

3) Acknowledgement Form

4) Requirements Criteria, Exhibit A, 6 pages

5) Evaluation Criteria, Exhibit B, 2 pages.

6) Certification Regarding Debarment, Suspension, Ineligibility

7) Insurance Requirements, Exhibit C, 3 pages.

8) Conflict of Interest Questionnaire (CIQ), Exhibit D, 2 pages.

9) Proposer's Affidavit, Exhibit E

10) Parent Consent for Transportation, Exhibit F

11) Vendor Application, Historically Underutilized Business (HUB) Declaration, Certification for Primary Covered Transactions 3 pages.

12) Draft Contract for Professional Services, 6 pages.

13) W-9 Form (Request for Taxpayer ID)

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 Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ _____

Ambrosio Tovar, Procurement Director Date

Hidalgo County Head Start Program

August 24, 2010

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS (RFQ)
"SPECIAL SERVICES PROVIDERS"
BID NO: 2010-032-09-08

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,
Procurement Director

LEGAL NOTICE **BID NO: 2010-032-09-08**

1. Sealed Statements of Qualifications will be received for "SPECIAL SERVICES PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and Three (3) copies of the RFQ are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: REQUEST FOR QUALIFICATIONS (RFQ) "Special Service Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. **Wednesday September 8, 2010**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ. Hidalgo County Head Start Program 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 Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday September 3, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday September 6, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.

5. For work to be performed at a Hidalgo County Head Start Program 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 open RFQ.

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

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).

9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program 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 Head Start Program in order to establish an account with the Hidalgo County Head Start Program. 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 4:30 P.M., Monday-Friday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 W. Hwy 107
McAllen, TX. 78504
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.
Should eligibility status change, the Provider must notify the Special Services Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

a) Name and address of successful vendor.
b) Name and address of receiving department or official.

c) Purchase Order Number.
d) Notation - for- "**Special Service Providers** for the Hidalgo County Head Start Program".
e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540-0117
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	September 8, 2010
Award of Contract	
Commence Work or Deliver Products	

16. **Debarment Certification**;

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

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program 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 Head Start Program ("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 Head Start Program 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 Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 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 PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

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

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. 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 RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of

an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:

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

25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider’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 RFQ.

26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program’s discretion and without waiver of any other rights of Hidalgo County Head Start Program 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 RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

29. Provider shall provide with the RFQ 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. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

Request For Qualification

"SPECIAL SERVICES PROVIDERS"
RFQ No: 2010-032-09-08

August 24, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
P.O. Box 0117
Edinburg, Texas 78540-0117

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

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

Respectfully submitted,

Respondent:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

REQUIREMENTS/
Scope of Services

RFQ 2010-032-09-08

ACKNOWLEDGMENT FORM

STATEMENT OF QUALIFICATIONS
FOR
HIDALGO COUNTY HEAD START PROGRAM
"SPECIAL SERVICES PROVIDERS"
RFQ NO. 2010-032-09-08

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Professional Therapist firms in order to establish a pre-qualified pool of Therapist on an "As Needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of One (1) Year. The Hidalgo County Head Start Program Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on **"Special Services Hidalgo County Head Start Program" "Request for Qualifications"** as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday September 8, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-032-09-08

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

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 Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

US Postal Mail Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Physical Address: Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504

Written questions will be accepted via facsimile (956) 381-0439 no later than Friday September 3, 2010 no later than 5:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 01, 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 North Closner, Edinburg, TX 78539--- Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT.
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:
It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement 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.

RFQ DELIVERY:
Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement 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 Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

SECTION II: RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

Contents:
The required contents for the RFQ for Special Services Providers are presented below in the order they should be incorporated into the submitted document.

A. Name of the firm for Special Services Providers.
B. Business Address and Telephone Number.
C. The name of the professional who will be the primary contact person and the names and qualifications of any associates in the office who will also conduct Special Services evaluations or provide services scheduled with the Hidalgo County Head Start Program. Curriculum Vitae, résumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
    1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
    2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.
    3. Office sites and locations: Provide a list of the office sites /locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
    4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C".
    5. Include copy of Texas Drivers License, Motor Vehicle Report (MVR), photo I.D., First Aid/CPR Certifications, two (2) employment reference letters, résumé to include current place of employment and proof of criminal background investigation of all designated bus/van drivers and monitors (Preferably driver and monitor will consist of a male/female, or female/female team).
    6. Transportation is a must. **No sub-contracting for transportation shall be allowed**. Vehicles must be registered under the Provider's agency name. The Provider shall be in full compliance with federal, state, and local laws, rules, and regulations pertaining to transportation of all children (ages 3-5) as per Head Start Performance Standards, 1310.
    7. Transportation vehicles must have Rehab logo displayed.
    8. Parental signed consent form must be carried in transportation vehicle at all times.

9. Parental Consent Form must not have any attachments without Head Start approval.

D. Furnish the following:
   1. Techniques utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   2. The list of instruments utilized in completing Special Services evaluations for three (3) to five (5) year old children;
   3. Sample copy of a comprehensive Special Service Evaluation for three (3) to five (5) year old children.

E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.

F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.

G. All Special Services Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

Scope of Services: The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

I. Scope of Special Services include, but may not be limited to the following:
   A. Occupational Therapy, Physical Therapy, Speech Language Therapy, Visual Impairment Assessments, Screening and Evaluations to include reports and quarterly progress reports.
   B. Family and Staff Training.
   C. Speech-Language Therapy - Individual.
   D. Physical Therapy - Individual.
   E. Occupational Therapy - Individual.
   F. Individual Education Plan (I.E.P.) Meetings.
   G. Required Hidalgo County Head Start Program documentation /reports as required by the Performance Standards.
   H. Staff Technical Assistance.
   I. Direct Supervision of Licensed Assistants in Speech Language Pathology.
   J. Time frame for children's services/treatment to include transport time should not exceed more than two hours. If children receive more than one discipline, separate appointment times should be scheduled.
   K. Children's therapy must be scheduled starting at 1:00 p.m.

   L. Special services providers must use the Head Start "Transportation Consent Form" with their letterhead information. (Exhibit F)
   M. Children picked-up for therapy services from Head Start site must be returned to the same Head Start site.

NOTE: **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality: Providers must have a procedure to ensure that no information about a child is disclosed in a manner that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

SECTION III – SELECTION AND SCHEDULES

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 OR 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, school districts, or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**
   The provider shall designate experienced therapist 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).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and three (3) copies** of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Hidalgo County Head Start Program Ambrosio Tovar Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	Hidalgo County Head Start Program Ambrosio Tovar Procurement Director 1901 West State Highway 107 McAllen, TX 78504

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Wednesday September 8, 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 Head Start Program.

RFQ SCORING AND RANKING:

A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

RFQ # 2010-032-09-08

Exhibit B
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 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 therapy 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 its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Hidalgo County Head Start Program
SPECIAL SERVICES
RFQ № 2010-032-09-08

	Selection Criteria	Points	Score
1.	Professional Qualifications of Team	20	_____

Comments/Rationale For Points: _____

_____

_____

2.	Experience of Project Manager	25	_____

Comments/Rationale For Points: _____

_____

_____

3.	Experience/Availability of Project Manager	20	_____

Comments/Rationale For Points: _____

_____

_____

4.	Understanding of Project	25	_____

Comments/Rationale For Points: _____

_____

_____

5.	Familiarity with Applicable Rules and Regulations	10	_____

Comments/Rationale For Points: _____

_____

_____

Provider: _____

Evaluator(s): _____ Date: _____

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:_____

Business Name:_____

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

EXHIBIT C

INSURANCE REQUIRMENT

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

RFQ 2010-032-09-08

EXHIBIT "C"

Insurance Requirements
Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) 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 ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $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 respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program 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 Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded 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/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Hidalgo County Head Start Program - Procurement Department will cause the bid award to be rescinded and then 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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

"SPECIAL SERVICES PROVIDERS"

CONFLICT OF INTEREST

RFQ # 2010-032-09-08

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT E

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“SPECIAL SERVICES PROVIDERS”

PROPOSER’S AFFIDAVIT

RFQ # 2010-032-09-08

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"

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 any 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 Respondent/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Head Start Program – Procurement Department thru Facsimile: (956) 381-0439, in person: 1901 West State Highway 107, McAllen, TX 78504 or mailed: P. O. Box 0117, Edinburg, TX 78540

Company Name:	**Telephone Name: ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax Name: ( )**
Physical Address:	
City, State, Zip:	**Tax I.D. №**
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 №:_____(Please attached completed W-9 form with this application)

Federal Identification № or (if individual) SS №_____

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 ___

Have you been certified as a HUB or an MBE/WBE source?: YES__ NO__

Indicate Certification №(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 Head Start: Rec'd by (Procurement):_____Date Rec'd by (Procurement):_____

Date Forwarded Information to Finance Office:_____ Entry Date:_____ Vendor №:_____

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?: □ State General Services 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 Contractor Name:_____HUB Status:_____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other:_____
Address:_____City:_____State:_____Zip:_____
Contact Person:_____Title:_____Phone № ( )_____
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 №: ( )_____
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 №: ( )_____
Subcontract Amount: $_____Description of Work to be Performed_____
_____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

EXHIBIT F

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR QUALIFICATIONS

“PARENT CONSENT FOR TRANSPORTATION”

RFQ # 2010-032-09-08

PARENT CONSENT FOR DISABILITY TRANSPORTATION AND EMERGENCY MEDICAL SERVICE

CENTER TO AGENCY

Transportation:

I,_____, hereby give consent for my child_____, to
Name of Parent or Guaridan Child's Name

be transported from the center_____ to _____
Name of Center Name of Agency

for therapy, thereafter, will be transported back to the center.

Emergency Medical Attention:

In the event that I can not be reached for a medical emergency, I authorize the person in charge to take my child_____, to a local attending physician or hospital. I give my consent for
Child's Name

necessary emergency treatment when my child is in the care of such physician, hospital, or clinic.

_____(_____) _____
Parent or Guardian Signature Telephone Number Date

_____(_____)_____
Physician's Name Physician's Address Telephone Number

CONTRACT FOR SERVICES
DISABILITY
C-10-032-09-21

DRAFT

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **21st day of September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st day of August 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider; and

WHEREAS, the Provider will examined and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A.

1. Provider represents that (s) he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated. Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program.

The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

_____
_____
_____
_____

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider

shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31st, 2011) of the Contract period at the same rate and terms as provided in this Agreement. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

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

BY: _____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **In compliance with** the State Ethics Commission **requirements.**

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

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

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **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 2 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 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 Part II instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

AI-22524 **21.M.**

Extend Interlocal Agreement

CC REGULAR

Date:	08/24/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Extend Interlocal Agreement with South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food, Commodities, Uniforms, Supplies and Services

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		08/20/2010 04:41 PM	NEW
2	Roland Garcia	Rolando Garcia	08/19/2010 05:17 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:26 PM	APRV
4	Purchasing Department	Marty Salazar	08/20/2010 04:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/16/2010 08:05 AM

Final Approval Date: 08/20/2010

INTERLOCAL AGREEMENT WITH SOUTH TEXAS COOPERATIVE

VI. PROGRAM OPERATIONS

F.3. Extend Interlocal Agreement with South Texas Cooperative

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 18, 2010

SUBJECT: Discussion/Approval to Extend Interlocal Agreement with South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food, Commodities, Uniforms, Supplies and Services

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: $1,362,000 Year (Estimated)

RELATED INFORMATION INCLUDED: Memo/Participant Info

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director A.T.
San Juanita Rangel, Child Nutrition Director

DATE: August 5, 2010

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for another year. This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money. This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

This inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.



South Texas Cooperative

- Welcome
- SY11 Awarded Bids & Proposals
- SY10 Awarded Bids & Proposals
- Contacts
- Forms
- Links
- Resources
- Food Expo Photo Gallery

Region One ESC welcomes you to the Child Nutrition Program-South Texas Cooperative (CNP-STC). Thank you for your interest and desire to do business with us!

The South Texas Co-op plays an integral part in achieving healthy school meals and efficient business practices by ensuring high quality, customer satisfying, cost effective food and supplies. The primary focus of the co-op is to assist participating members in the administration of a fiscally sound Child Nutrition Program through compliance with bid law requirements. STC will act as a coordinating center for all bids/proposals; authority for such services is granted by section 8.053 of the Texas Education Code.

The STC administers approximately thirteen (13) proposals, to meet the needs to school district Child Nutrition Programs. These proposals are advertised in local newspapers and posted on our Web site. Click here to view current bid opportunities!

- **Competitive Procurement**
  - ***Bids & Proposals***
    - Cafeteria Dining Decor
    - Dairy, Bread & Tortilla Products
    - Dispensed Products
    - Discounted Warehouse Proposal
    - Facility Linen Services
    - Food Service Full Line Items
    - Janitorial Supplies & Paper Products
    - Processing of USDA Commodity Foods
    - Removal of Grease from Traps & Barrels
    - Small Kitchen Wares & Equipment
    - Special & Opportunity Buys
    - Uniforms & Marketing Items
    - Wireless Temperature Monitoring Systems

Processing of USDA Commodity Foods
STC consolidates USDA Food allocations to districts and places commodity processing orders. Small or medium districts could not do this on their own because processing must be done in truckload quantities. By consolidating processing orders through the CNP-STC, small schools take advantage of the valuable service.

CNP-STC Food Service Product Expo
The South Texas Co-op hosts a Commodity Processing Forum and Food Service Product Expo for participating members. On October 14, 2009, the STC hosted its second Commodity Processing Forum. This provided manufacturers the opportunity to present commodity processed items available for SY10 to school district CNP personnel. On October 15, 2009, STC hosted its fifth Food Service Product Expo at the SPI Convention Centre. Approximately 400 students and district staff attended the show to see and savor various products and equipment geared towards Child Nutrition Programs from 116 different vendors. Please take a moment to visit our photo gallery! Mark your calendars, in 2011 STC will host its sixth Food Service Product Expo on October 19th & 20th!

If your company/organization would like to receive bid/proposal information, please contact the CNP-STC Purchasing Specialist at (956)-984-6123 or laramos@esc1.net.

Thank you,
Lori Atwood Ramos, MBA, RD, LD
CNP-STC Purchasing Specialist

AI-22639 **22.A.**

ICA - Amendment - City of San Juan & County

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Humberto Garza
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Discussion and possible action on Amendment to Interlocal Agreement between City of San Juan & Hidalgo County (Minnesota Drain Project)

BACKGROUND

Interlocal Agreement will be provided on Monday or at CC by Pct. #2.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 04:19 PM	APRV
2	Manuel Chapa	Angela Garcia	08/20/2010 04:40 PM	APRV
3	Perla Lopez	Perla Lopez	08/20/2010 04:42 PM	APRV
4	Auditor's Office		08/20/2010 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 08/20/2010 04:08 PM	
Final Approval Date: 08/20/2010				

AI-22640 **22.B.**

ICA - PSJA, City of Alamo & Hidalgo Co.

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Humberto Garza
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Discussion, consideration and action on Interlocal Cooperation Agreement between PSJA, City of Alamo and Hidalgo County

BACKGROUND

Interlocal Agreement will be provided on Monday or at CC by Pct. #2.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 04:19 PM	APRV
2	Manuel Chapa	Angela Garcia	08/20/2010 04:40 PM	APRV
3	Perla Lopez	Perla Lopez	08/20/2010 04:43 PM	APRV
4	Auditor's Office		08/20/2010 05:29 PM	NEW
Form Started By: Monica Badillo			Started On: 08/20/2010 04:11 PM	
Final Approval Date: 08/20/2010				

AI-22435 **22.C.**

Bridge Replacement Project (Las Milpas Road over South Floodway)
CC REGULAR

Date:	08/24/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Precinct No.2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between the State of Texas and the County of Hidalgo covering Off-System Bridge Replacement for Las Milpas Road over South Floodway Channel (CSJ:0921-02-252)

2. Authority for County Judge to sign the following Advance Funding Agreements on the above mentioned bridge project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-30-122-057-0-732

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

BUDGETARY IMPACT:

**AI-22597 Interfund Transfer for $8,000.00 pending for consent for 08/24/10.

Attachments

Link: TxDOT Funding Agreement (Copy)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	08/19/2010 02:19 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 02:59 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/20/2010 02:28 PM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 03:06 PM	APRV
5	Purchasing Department	Marty Salazar	08/20/2010 03:53 PM	APRV

Form Started By: Rolando Garcia Started On: 08/11/2010 09:48 AM

Final Approval Date: 08/20/2010

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

July 28, 2010

RECEIVED
AUG 04 2010
COUNTY JUDGE

Honorable Rene Ramirez
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Off-System Bridge Replacement Project: CSJ: 0921-02-252
CR 653 (Las Milpas Road over South Floodway Channel, Str. # AA06-53-001)

Honorable Judge Ramirez;

Under the Federal Highway Bridge Program, and through statewide competition based on traffic, cost per vehicle, bridge condition, adequacy of roadway width and overall bridge sufficiency, the subject bridge recently ranked high enough to be selected and approved for project development in anticipation of receiving construction funding in the near future (possibly FY 2014). To ensure the County was interested in moving forward with this project, our District Bridge Engineer, Mr. Rex A. Costley, P.E., met with Mr. Humberto Garza, Chief Administrator for Precinct #3 on March 30, 2010, to review the project. Based on this meeting it is our understanding that the County does want to move forward with project development so it will be ready when funding becomes available.

Attached for your consideration is the necessary Advance Funding Agreement (two originals) for this project. Please sign and return both originals to the attention of Mr. Costley at the above address for further processing. Note that a resolution or certified minutes approving the County entering into this Agreement needs to be submitted. The resolution or certified minutes must specifically identify the project limits and scope of work.

The Agreement already reflects the County's adjusted required percentage for the Economically Disadvantaged County Program.

If you have any questions or need additional information please call me or, Mr. Rex A. Costley at (956) 702-6100.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

MJ: eg
Attach

cc: Honorable Hector "Tito" Palacios, Hidalgo County Commissioner Precinct #2
Jody R. Ellington, P.E. Director of Transportation Planning & Development
Hector Gonzalez, P.E. Pharr Area Engineer
Rex A. Costley, P.E. District Bridge Engineer
Robin Boone, P.E. District Planning Engineer

RECEIVED
AUG 04 2010
COUNTY JUDGE

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

STATE OF TEXAS §
COUNTY OF TRAVIS §

Original

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at **Las Milpas Road over South Floodway Channel** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number **112048**, dated **Nov 19,2009**; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of this Agreement**

   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Conditions for Termination of this Agreement**

a. The Agreement is terminated in writing with the mutual consent of the parties; or
b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. **Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. **Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. **Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. **Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance

from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. **Construction Responsibilities**

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. **Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. **Local Project Sources and Uses of Funds**

a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP.
The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will the State in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
i. The State will not pay interest on any funds provided by the Local Government.

j. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

k. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

l. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to **1.2%** percent.

m. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.

n. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**

a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.

c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.

d. Responsibilities of the Local Government on EMP(s).
   (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
   (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
   (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
   (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP.

If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. **Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	**State:**
Honorable Rene Ramirez	Mario Jorge, P.E.
Hidalgo County Judge	Pharr District Engineer
P.O. Box 1356	P.O. Box 1717
Edinburg, Texas 78540	Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. **Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. **Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. **Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. **Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. **Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and

b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and

b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting

requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

24. **Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. **Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. **Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. **Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

b. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The parties 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.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Signature

Honorable Rene Ramirez
Printed Name of Signatory

Title: Judge, County of Hidalgo

Date: _____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
David P. Hohmann, PE
Director, Bridge Division

Date: _____

CSJ #_0921-02-252
District # _Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

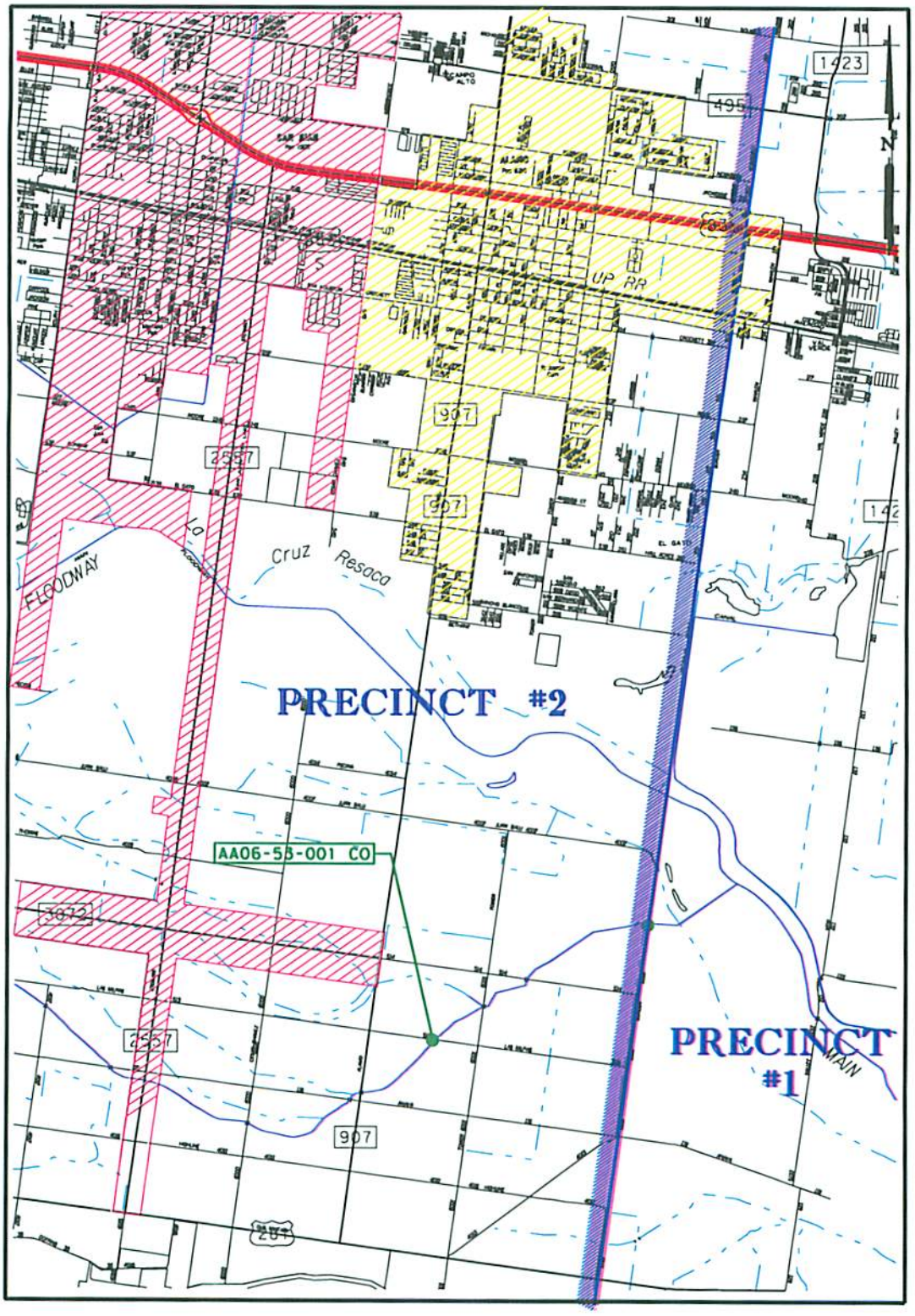
ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT B

PROJECT LOCATION MAP



CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT C (See Note **)

LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP (See Note *)				
Balance of EMP work available to associated PWP(s)				

Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)

Not Applicable

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ # 0921-02-252
District # Pharr (021)
Code Chart 64 #50109
Project: BR
NBI Structure #211090AA0653001
CFDA #20.205

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE) 13%	(1) $62,400.00	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation 1.2%		(3)$748.80
Construction	$480,000.00	
Engineering and Contingency (E&C) 14.50%	$ 69,600.00	
The Sum of Construction and E&C	(2) $549,600.00	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation 1.2%		(4) $6,595.20
Amount of Advance Funds Paid by Local Government *		(5) $0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $7,344.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $0.00
Total Project Direct Cost	(1+2) $612,000.00	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _____

AI-22637 **23.A.**

Imposition of Optional Fees for Calendar Year 2011

CC REGULAR

Date:	08/24/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Consideration and approval of an Order imposing optional local fees in addition to the registration fee for calendar year 2011 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.

BACKGROUND

Current 2010 Fees: County Road and Bridge Fee $10.00 (Section 502.172) and Transportation Project (Mobility) Fee $10.00 (Section 502.1725)

Fiscal Impact

Attachments

Link: Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 04:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/20/2010 04:41 PM	APRV
3	Auditor's Office	Angela Garcia	08/20/2010 05:29 PM	APRV

Form Started By: Perla Lopez — Started On: 08/20/2010 03:55 PM

Final Approval Date: 08/20/2010

Texas Department of Motor Vehicles

Imposition of Optional Fees
Calendar Year 2011

INSTRUCTIONS: **As soon as possible but no later than August 15, 2010**, please complete and return this form via e-mail to AskVTR@dot.state.tx.us or fax your response to (512) 465-3034. If you have completed **Option B**, be sure to attach a copy of the required Commissioners Court Order.

All county Commissioners Courts are statutorily required to notify the department each year **when revising** the collection of optional fees (Texas Transportation Code, Sections 502.172, 502.1725, and 502.173).

Your County Name: _____
(be sure to include the name of your county on the line above)

If you are **not changing** your optional fees, please check the box next to **OPTION A** below and return this form.

☐ **OPTION A - RETAIN THE SAME FEE AS 2010**

NOTE: A copy of the Commissioners Court Order is NOT required for this option.

OR…

If you are **changing** your optional fees, please check the box next to **OPTION B** below and complete items 1 through 5 with the Commissioners Court approved changes.

☐ **OPTION B - REVISE THE FEES FOR 2011** (Complete the applicable items below)

NOTE: **A copy of the Commissioners Court Order IS required** for optional fee changes.

The Commissioners Court has approved the following optional fee changes for calendar year 2011 (January 1 through December 31, 2011):

1. Impose a new County Road and Bridge Fee of $_____ (not to exceed $10)
2. Impose a new Child Safety Fund Fee of $_____ (not to exceed $1.50)
3. Discontinue the County Road and Bridge Fee of $_____
4. Discontinue the Child Safety Fund Fee of $_____
5. Impose TOTAL 2011 fees of $_____

If you wish to be contacted electronically for future mailings, or provide an alternate e-mail address, please provide it here:

Thank you.

AI-22614 **23.B.**

Fifth Administrative Judicial Region Payment

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Budget and Management

Information

CAPTION

Fifth Administrative Judicial Region (1100):
Approval to make payment to the Fifth Administrative Judicial Region for the fiscal year 2011 Hidalgo County Assessment Fee in the amount of $86,225.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor

BACKGROUND

Acct. #0-1100-412-00-115-013-0-890

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-115-013-0-890

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

BUDGETARY IMPACT:

Funds available as of 8/20/10 $96,000.00.

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 08:07 AM	APRV
2	Erika Zamora	Erika Zamora	08/20/2010 04:54 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 05:07 PM	APRV
4	Purchasing Department		08/20/2010 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 08/19/2010 05:15 PM

Final Approval Date: 08/20/2010

RECEIVED BY
CITY AUDITOR
10 AUG 5 PM 2 14

BEFORE THE PRESIDING JUDGE
OF THE FIFTH ADMINISTRATIVE JUDICIAL REGION OF TEXAS
NO. 10-5AJR-143

ORDER ADOPTING BUDGET FOR FISCAL YEAR 2011

As the Presiding Judge for the Fifth Administrative Judicial Region of Texas, I am required to determine and adopt a budget for this office for each fiscal year, and, once the annual budget is adopted, to issue an assessment to each county in the Region to pay its proportionate share in the manner as set by law. Attached to this Order is a chart showing the projected expenses for the next fiscal year and establishing the Budget for the Region for the Fiscal Year 2011 at **$210,398.00.** This is a 9.27% decrease from the previous year of $231.900.00.

The decrease is due to three factors. First, I have not provided for a pay raise for my two Administrative Assistants; however, should Nueces County give all of its employees a raise and include my Assistants in the county-wide raise as it has done previously, then a slight adjustment should be made to this budget item. The Legislature did not meet during the previous year; my salary as Presiding Judge remains the same for this biennium.

Second, the costs of the annual conferences will be less than in previous years. (a) The 2011 Annual Conference will be held in Corpus Christi. The room rates in Corpus Christi are much less than in other recent venues. The Judges residing in Nueces County are not entitled to a room reimbursement, mileage and per diem for attending the conference. The travel costs for t he judges in the Region outside of Nueces County will be much less than in previous conferences. (b) The Regional Conference will be held in Lost Pines near Bastrop. Again, the room rates are lower, and the travel costs will also be less. (c) The Fifth Region Annual Conference in May will also be held in Corpus Christi. (d) The chart of Estimated Expenses for conferences shows the total cost for 100% attendance of the Judges of the Region. Based on prior attendance records, I have estimated a 60% attendance rate for each of the conferences in determining the budget.

Third, I have reduced the estimated costs for our meetings and other expenses. We did not have as many meetings for the current fiscal year as I had anticipated, and so we had a surplus on these items. However, because of the legislative session next year, I expect

SCANNED
AUG 05 2010
INITIALS:

more trips to Austin and more meetings during and after the session. I will apply the surplus from the current fiscal year to meet the estimated costs for next fiscal year.

For the foregoing findings and reasons, I conclude that a budget of **$210,398.00** for the Fifth Administrative Judicial Region for Fiscal Year 2011 is fair, reasonable and necessary.

IT IS THEREFORE ORDERED that the budget for the Fifth Administrative Judicial Region be and is hereby **ADOPTED** as shown in the attached chart.

IT IS FURTHER ORDERED that the Administrative Assistant shall send the FY2011 Assessment, a copy of this Order and the adopted budget to each Local Administrative District Judge and County Auditor or Treasurer of each county in the Region, with the request that the assessment be paid upon receipt but no later than August 31, 2010.

Signed on July 30, 2010.

J. MANUEL BAÑALES
JUDGE PRESIDING

ATTEST:

ADMINISTRATIVE ASSISTANT

Estimated Expenses for Annual , Regional and 5th Region Conferences for FY 2011

Annual	# Judges	Miles to CC	x$0.50/m	Sub-total M	Per diem $160	$357/rm/J	Subtotals
Cameron	14	326.6	$163.30	$ 2,286.20	$ 2,240.00	$ 4,998.00	$ 9,524.20
Duval	1	115.6	$ 57.80	$ 115.60	$ 160.00	$ 357.00	$ 632.60
Hidalgo	21	293.2	$146.60	$ 3,078.60	$ 3,360.00	$ 7,497.00	$ 13,935.60
Kleberg	1	89.7	$ 44.85	$ 44.85	$ 160.00	$ 357.00	$ 561.85
Jim Wells	1	95.1	$ 47.55	$ 47.55	$ 160.00	$ 357.00	$ 564.55
Starr	3	423.1	$211.55	$ 634.65	$ 480.00	$ 1,071.00	$ 2,185.65
Subtotal				$ 6,207.45	$ 6,560.00	$ 14,637.00	**$ 27,404.45**
						60%	*$ 16,442.67*
Regional	# Judges	Miles to LP	x$0.50/m	Sub-total M	Per diem $120	$238/rm/J	Subtotals
Cameron	14	706.2	$353.10	$ 4,934.40	$ 1,680.00	$ 3,332.00	$ 9,946.40
Duval	1	419.6	$209.80	$ 209.80	$ 120.00	$ 238.00	$ 567.80
Hidalgo	21	608.5	$304.25	$ 6,389.25	$ 2,520.00	$ 4,998.00	$ 13,907.25
Kleberg	1	469.3	$234.65	$ 469.30	$ 120.00	$ 238.00	$ 827.30
Jim Wells	1	404.2	$202.10	$ 404.20	$ 120.00	$ 238.00	$ 762.20
Nueces	20	462.2	$231.10	$ 4,622.00	$ 2,400.00	$ 4,760.00	$ 11,782.00
Starr	3	683.2	$341.60	$ 1,024.80	$ 360.00	$ 714.00	$ 2,098.80
Subtotal				$ 18,053.75	$ 7,320.00	$ 14,518.00	**$ 39,891.75**
						60%	*$ 23,395.05*
5th Reg.	# Judges	Miles to CC	x$0.50/m	Sub-total M	Per diem $80	$119/rm/J	Subtotals
Cameron	14	326.6	$163.30	$ 2,286.20	$ 1,120.00	$ 1,666.00	$ 5,072.20
Duval	1	115.6	$ 57.80	$ 115.60	$ 80.00	$ 119.00	$ 314.60
Hidalgo	21	293.2	$146.60	$ 3,078.60	$ 1,680.00	$ 2,499.00	$ 7,257.60
Kleberg	1	89.7	$ 44.85	$ 44.85	$ 80.00	$ 119.00	$ 243.85
Jim Wells	1	95.1	$ 47.55	$ 47.55	$ 80.00	$ 119.00	$ 246.55
Starr	3	423.1	$211.55	$ 634.65	$ 240.00	$ 357.00	$ 1,231.65
Subtotal				$ 6,207.45	$ 3,280.00	$ 4,879.00	**$ 14,366.45**
						60%	*$ 8,619.87*
					100%	60%	(rounded)
Annual					$ 27,404.45	$ 16,442.67	$ 16,443.00
Regional					$ 39,891.75	$ 23,935.05	$ 23,935.00
5th Reg.					$ 14,366.45	$ 8,619.87	$ 8,620.00
Total					$ 81,662.65	**$ 48,997.59**	**$ 48,998.00**

Notes to Chart of Estimated Expenses for Conferences.

1. Although the Fifth Region consists of eleven counties, only those counties in which judges reside are listed.

2. The number of judges residing per county is listed.

3. "Miles to CC" means round trip miles to Corpus Christi from each county (courthouse to courthouse) for the Annual and the Fifth Region conferences. "Miles to LP" means the round trip miles to Lost Pines from each county for the Regional Conference.

4. The mileage rate per Judge is determined by multiplying $0.50 per mile and is shown in the column "x$0.50/m.".

5. The "Sub-total M" is the mileage for all the judges per county.

6. The "per diem" is set at $40.00 per day per judge. For the Annual Conference, the per diem per Judge for four days is $160.00; for the Regional Conference, the per diem per Judge for three days is $120.00; for the Fifth Region Conference, the per diem per Judge for 2 days is $80.00. The amount entered for each county is the total amount for all the judges of the county.

7. The room rate for each of the venues is $119.00 per judge. For the Annual Conference, the rate per judge for three nights is $357.00; for the Regional Conference, the rate per judge for two nights is $238.00; for the Fifth Region Conference, the rate per judge for one night is $119.00. The total room cost per county is shown in the column "$xxx/rm/J."

8. The "Subtotals" column shows the total cost per county.

9. The "100%" column shows the total cost if all the judges attend the conferences. The "60%" column shows the cost based on an estimated attendance of 60% of the judges. The "rounded" column simply rounds the 60% estimate to the nearest dollar.

APPORTIONMENT OF ASSESSMENT TO COUNTIES OF THE FIFTH ADMINISTRATIVE JUDICIAL REGION FOR FISCAL YEAR 2011

Based upon the Order establishing the Budget for the Fifth Administrative Judicial Region of Texas signed on August 2, 2010 I hereby set the Assessment to the Counties of said Region at **$ 210,398.00**, which shall be apportioned among the Counties as follows:

County	Population per 2000 Census	Per cent of total population	Assessment
Brooks	7,796	0.56	$ 1,178.00
Cameron	335,227	24.13	$ 50,769.00
Duval	13,120	0.94	$ 1,977.00
Hidalgo	569,463	40.98	$ 86,225.00
Jim Hogg	5,281	0.38	$ 799.00
Jim Wells	39,326	2.83	$ 5,954.00
Kenedy	414	0.03	$ 63.00
Kleberg	31,549	2.27	$ 4,776.00
Nueces	313,645	22.57	$ 47,486.00
Starr	53,597	3.86	$ 8,121.00
Willacy	20,082	1.45	$ 3,050.00
Total		100.00	$ 210,398.00

I hereby certify that, in accordance with Article 74.043 of the Texas Government Code, the above apportionment of the assessment to each County of the Fifth Administrative Judicial Region of Texas is true and correct.

Signed August 2, 2010.

J. MANUEL BAÑALES
PRESIDING JUDGE

0-1100-412-00115-0130-890

ATTEST: Jo Anna Gutierrez
ADMINISTRATIVE ASSISTANT

AI-22642 **23.C.1.**

Appropriation from Unreserved Fund Balance for Pct. #4 R&B
CC REGULAR

Date:	08/24/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #4 R&B (1200):
Approval of 2010 appropriation of funds from unreserved fund balance into the Pct. 4 Road & Bridge account in the total amount of $200,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Fund balance available for appropriation as of 8/20/10.

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 04:46 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/20/2010 05:00 PM	APRV
3	Auditor's Office		08/20/2010 05:29 PM	PEND

Form Started By: Erika Zamora Started On: 08/20/2010 04:41 PM

Final Approval Date: 08/20/2010

DATE: August 20, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept of Budget & Management for Pct. #4 R&B

ACCOUNT NUMBER: 0-1200-431-00-124-007-0-731

Contact Person: Erika Zamora **Ph#** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-124-007-0-731	PCT 4 P/U RD-ROADS	200,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**200,000.00**

REASON: To appropriate funding in the amount of $200,000.00 for road projects. To be reimbursed from Pct. #4 Drain Impv Prj-Other acct (0-1200-431-00-124-036-0-890)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-22638 **23.C.2.**

Revised Revenues Appropriation (New Source) for G/F Special Revenue & Debt Service

CC REGULAR

Date:	08/24/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

County Auditor-Certification of Revenues:
a. Approval of certification of revenues as certified by the County Auditor for:

General Fund	$1,123,260.66
Special Revenue Funds	$2,034,225.39
Debt Service Funds	$11,393.75

b. Approval of appropriation of funds from new source of General Fund revenue to the Co. Wide Adm - Contingency account in the amount of $1,123,260.66.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Appropriation of fund in the amount of $1,123,260.66 to Co. Wide Adm. - Contingency from new sources of revenues as certified by the County Auditor.

Attachments

Link: Appropriation

Link: Certification of Revenues Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 04:39 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/20/2010 04:51 PM	APRV
3	Auditor's Office		08/20/2010 05:29 PM	PEND

Form Started By: Sylvia Solis

Started On: 08/20/2010 04:00 PM

Final Approval Date: 08/20/2010

DATE: August 23, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm. - Contingency

ACCOUNT NUMBER: 0-1100-415-00-115-002-0-899

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1100-415-00-115-002-0- 899	CO WIDE ADM - CONTINGENCY	1,123,260.66
	TOTAL APPROPRIATION	**1,123,260.66**
TO		
0-1100-334-00-009-003-0- 000	INDIGENT DEFENSE GRANT #212-10-108	863,443.00
0-1100-334-00-080-001-0- 000	TDPRS-TITLE IV-E COUNTY LEGAL SERVICES CONTRACT	50,000.00
0-1100-334-00-360-001-0- 000	TDPRS-TITLE IV-E CHILD WELFARE SERVICES CONTRACT	1,000.00
0-1100-341-10-090-015-0- 000	DISTRICT CLERK - RECORDS ARCHIVE FEE	35,000.00
0-1100-341-10-090-016-0- 000	DISTRICT CLERK - DRO OPERATIONS FEE	45,000.00
0-1100-341-10-110-000-0- 000	TAX ABATEMENT APPLICATION FEE	1,000.00
0-1100-341-10-140-041-0- 000	TAX ASSESSOR COLLECTOR - INSPECTION REPORT FEE	50,000.00
0-1100-341-50-000-001-0- 000	DRAINAGE DISTRICT NO. 1 OVERHEAD	14,827.66
0-1100-342-11-280-000-0- 000	SHERIFF'S ACADEMY TUITION	12,990.00
0-1100345-23-340-001-0- 000	FOOD HANDLER'S CERTIFICATE FEE	50,000.00
	TOTAL REVENUES	**1,123,260.66**
	TOTAL BUDGET INCREASE (DECREASE)	**1,123,260.66**

REASON: Appropriation of Revised 2010 Revenue Estimates to Co. Wide Adm. - Contingency.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 13, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General Fund, Special Revenue Funds, and Enterprise Fund. These amounts are included in the projected ending fund balances at December 31, 2010. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

0-1100-334-00-009-003-0-000	Indigent Defense Grant #212-10-108	$863,443.00
0-1100-334-00-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	50,000.00
0-1100-334-00-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract	1,000.00
0-1100-341-10-090-015-0-000	District Clerk-Records Archive Fee	35,000.00
0-1100-341-10-090-016-0-000	District Clerk-DRO Operations Fee	45,000.00
0-1100-341-10-110-000-0-000	Tax Abatement Application Fee	1,000.00
0-1100-341-10-140-041-0-000	Tax Assessor-Collector – Inspection Report Fee	50,000.00
0-1100-341-50-000-001-0-000	Drainage District No. 1 Overhead	14,827.66
0-1100-342-11-280-000-0-000	Sheriff's Academy Tuition	12,990.00
0-1100-345-23-340-001-0-000	Food Handler's Certificate Fee	50,000.00

	Total General Fund	$1,123,260.66
SPECIAL REVENUE FUNDS		
0-1200-360-00-123-001-0-000	R&B Pct. 3-Misc-Road Dist#5 Tax Collections	$3,212.17
0-1200-361-10-000-000-0-000	R&B Countywide-Interest Earnings	32,788.49
0-1201-361-10-000-000-0-000	R&B Pct. 1-Interest Earnings	-6,465.09
0-1202-361-10-000-000-0-000	R&B Pct. 2-Interest Earnings	-19,858.88
0-1203-360-00-000-000-0-000	R&B Pct. 3-Miscellaneous	2,580.69
0-1203-360-00-000-001-0-000	R&B Pct. 3-Misc-Road Dist#5 Tax Collections	-3,212.17
0-1203-361-10-000-000-0-000	Interest Earnings	-3,155.79
0-1204-360-00-000-001-0-000	R&B Pct. 4-Misc-Road Dist#12,15 Tax Collections	60.61
0-1204-361-10-000-000-0-000	R&B Pct. 4-Interest Earnings	-3,308.73
0-1210-361-10-000-000-0-000	Parks Countywide-Interest Earnings	2.51
0-1211-361-10-000-000-0-000	Parks Pct. 1-Interest Earnings	6.57
0-1212-361-10-000-000-0-000	Parks Pct. 2-Interest Earnings	-2,947.34
0-1213-361-10-000-000-0-000	Parks Pct. 3-Interest Earnings	-1,477.94
0-1223-352-30-080-001-0-000	DA Investigation HB65-Crt Ord Confiscation	238,867.22
0-1223-392-10-000-000-0-000	DA Investigation HB65-Sale of Capital Assets	38,992.80
0-1224-352-30-080-000-0-000	Court Ordered Confiscations-10% Drug Rehab	11,097.10
0-1227-352-30-280-000-0-000	Sheriff Investigation HB65-Crt Ord Confiscations	42,718.79
0-1228-352-30-280-000-0-000	Court Ordered Confiscations	595,833.13
0-1229-352-30-280-000-0-000	Court Ordered Confiscations	390,706.14
0-1236-331-00-090-001-0-000	DC Title IV-D Cases Redirected & Reg Srv	2,000.00
0-1238-341-10-090-001-0-000	Co Rec Mgmt/Preserv Fee-Digitize-DC	60,000.00
0-1238-341-10-180-001-0-000	Co Rec Mgmt/Preserv Fee-Digitize-CC	35,000.00
0-1251-352-30-270-011-0-000	HIDTA Chpt 59-Court Ordered Confiscations	54,205.03
0-1251-392-10-270-000-0-000	HIDTA Chpt 59-Sale of Capital Assets	37,320.80
0-1252-352-30-270-012-0-000	HIDTA US Treasury-Court Ordered Confiscations	313,885.24
0-1254-352-30-270-014-0-000	HIDTA USDJ-Court Ordered Confiscations	29,528.72
0-1295-342-30-330-028-0-000	Court Ordered Placements (Level 5)	163,744.52
0-1295-342-30-330-045-0-000	Boot Camp Transitional Program Revenue	22,100.80
	Total Special Revenue Funds	$2,034,225.39
DEBT SERVICE FUNDS		
0-1440-311-11-000-000-0-000	Ref Bonds,2009A-Current Taxes-Real Property	$10,198.78
0-1440-361-10-000-000-0-000	Ref Bonds,2009A-Interest Earnings	1,194.97
	Total Debt Service Funds	$11,393.75

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/13/10
Date

AI-22474 **24.A.4.**

Requesting approval to declare as surplus for Auction Scheduled 8-28-2010 CC REGULAR

Date:	08/24/2010
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval to declare as "surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 8-28-2010 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.
$75.25 available funding in object code 540 as of 08/19/10. rc

Attachments

Link: 8-28-10 auction list

Link: Surplus list

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/19/2010 10:41 AM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 12:56 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/19/2010 01:19 PM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:33 PM	APRV

Form Started By: Lisa Vela Started On: 08/12/2010 03:41 PM

Final Approval Date: 08/20/2010

Asset No	Asset Description	Serial No
873	FILE CABINET	NA
913	WAIT CHAIR-GREEN	NONE
915	FILE CABINET	NA
952	WAIT CHAIR-GREEN	NONE
1180	LIGHT ROSE LOBBY CHAIRS	NA
1287	WAIT CHAIR-WOOD	NONE
1338	WAIT CHAIR-GREEN	NONE
1339	WAIT CHAIR-GREEN	NONE
1447	WAIT CHAIR-GREEN	NONE
1575	GREY FILE CABINET	NONE
1576	GREY FILE CABINET	NONE
1579	GREY FILE CABINET	NONE
1857	GREY TYPEWRITER DESK W/WHEELS	NONE
5826	FILE CABINET	NONE
10515	BOOK SHELF	NA
14191	DESK METAL BEIGE	NONE
15771	WAIT CHAIR-WOOD	NONE
16340	DESK- DARK WOOD	WOOD
16639	MEAT SLICER	NONE
17497	FILE CABINET	NA
18456	OFFIE CHAIR- ORANGE	ORANGE
18779	FILE CABINET	NONE
18876	TAN FILE CABINET	NA
19130	IBM TYPEWRITER	1.3569E+12
19244	SHREDDER POWER SHRED	NA
20367	FILE CABINET	NA
20560	BROWN COMPUTER TABLE W/SLIDE	NONE
21080	1989-CHEVY 1/2TON S10	1GCCS14Z2K8205250
21353	IBM WHEELWRITER 30 II TYPEWRITER	1-4306E13 11-0111
21407	FILE CABINET	NONE
21623	IBM 6787 TYPEWRITER	UNLOCATED
21736	XEROX FAX MACHINE	LR53533C 33V015935
22103	TAN FILE CABINET	NA
22117	RADIO MOTOROLA 2 WAY W/ MICROPHONE	778FQJ1224
22118	RADIO MOTOROLA 2 WAY W/ MICROPHONE	778FQE2277
22119	RADIO MOTOROLA W/ MICROPHONE	778FQE2278
22120	RADIO MOTOROLA W/ MICROPHONE	778FQC7979
22121	RADIO MOTOROLA 2 WAY W/ MICROPHONE	778FQE2276
22141	FILE CABINET	NONE
22173	OKIDATA MICROLINE 182 TURBO PRINTER	902A1003478
22465	1983-INTERNATIONAL WATER TRUCK	1HTAA16E8DHB16103
22478	TAN FILE CABINET	NA
23304	CHAIR OF WOOD	NA
23504	STAND FOR A COMPUTER	NA
23995	DESK BROWN	NA
24052	PHONE SUPERSET 3 MITEL	DZACP9652
24055	PHONE SUPERSET 3 MITEL	NA
24062	PHONE SUPERSET 3 MITEL	DZACP9

Asset No	Asset Description	Serial No
24072	PHONE SUPERSET 3 MITEL	NA
24085	PHONE SUPERSET 4 MITEL	DZACP3
24259	GE. REFRIG 7777	8G792370
24293	VCR/DVD TRUTECK (DA-0110-7)	67A06404
24347	DESK WOODEN	WOOD
24397	LARGE GREEN PAPER CUTTER	NONE
24495	OFFICE CHAIR BLK	BLACK
24535	SHELF TOP OF DESK	NONE
24587	CHAIR EXEC. BLUE	NA
24592	PHONE SUPERSET 4 MITEL	DZAC04271
24644	BLACK CHAIR W/BROWN ARM RESTS	NA
24685	MAROON MULTICOLOR CHAIR	NA
24688	CHAIR RED	NA
24690	MAROON CHAIR	NA
24697	RED CHAIR	NA
24705	TAN FILE CABINET	NA
24746	PHONE SUPERSET 4 MITEL	NA
24747	PHONE SUPERSET 3 MITEL	NA
24759	FILE CABINET	NONE
24760	FILE CABINET	NONE
25174	DIVIDER FOR TOP OF DESK	GRAY
25253	CETRIFUGE	256412
25374	MARON SECRETARIAL CHAIR	NA
25429	PRINTER STAND	NONE
25435	SHELF TOP OF DESK	BIEGE
25471	SHELF TOP OF DESK	NONE
25749	DELL COMPUTER	1SKFO
25837	DELL COMPUTER	1WCFX
25838	DELL COMPUTER	1WCHO
25839	DELL COMPUTER	1WCFQ
25840	DELL COMPUTER	ITRSZ
25841	DELL COMPUTER	1TRTG
26227	WAIT GREEN CHAIR 7777	MID BACK
26228	WAIT GREEN CHAIR 7777	MID BACK
26305	REFRIGERATOR WHITE	NA
26526	AQUA CHAIR	NA
26822	DESK WHITE	NA
26846	WHITE DESK 7777	NA
26926	WHITE FILE CABINET	NA
27107	GE COLOR TV W/REMOTE	243236754
27848	CLONE	NONE 52X
27866	IBM ELECTRIC TYPEWRITER 7777	NONE
27897	PACKARD BELL	89023
27899	LASER JET 4PHP	USCB147718
28035	BEIGE FILE CABINET	NONE
28074	WHITE FILE CABINET	NONE
28153	AQUA CHAIR	NA
28154	AQUA CHAIR	NA

Asset No	Asset Description	Serial No
28173	AQUA CHAIR W/BROWN ARM RESTS	NA
28548	MAYTAG WASHER	104976
28549	MAYTAG WASHER	
28591	AT&T PHONE PPF 200 FAX	46G02409014462
28592	AT&T PHONE PPF 200 FAX	46G02409014461
28640	PHONE SUPERSET 1 MITEL	9171-000-010-SA
28841	PHONE SUPERSET 4 MITEL	S0439
29183	TIME CLOCK PUNCH IN/OUT MACIHINE	A-54239
29869	FAX MACHINE BROTHER	NOT FOUND
29902	ULV SPRAYER 8708-001	NONE
29903	ULV SPRAYER 8708-001	8708145
29904	ULV SPRAYER 8708-001	870143
30129	TYPEWRITER IBM	11BBPB5
30205	ICE MAKER 800 SRS MANITOWAC	960220755
30420	4 TON ALLIGATOR JACK LINCOLN	NONE
30476	STORAGE CABINET	NONE
30712	HOTPOINT REF.	NOT FOUND
30871	RADIO MOTOROLA P110 HAND HELD	188FWEG468
30872	RADIO 2 WAY STANDARD W/MICROPHONE	02U050211
31401	HP DESK JET 672C PRINTER	US7921SYD
31409	1997-JCB BACKHOE YELLOW	SLP2157CVE0463765
31623	DESK-CHERRY WOOD	NONE
31765	PHONE	107854812
32020	STOVE 6 BURNER	NONE
32197	LATHEM DATE/TIME STAMPER	U-85650
32371	PRINTER HP710 7777	1170CSESGB83AGQ7T
32650	COPIER HP 1170	84319
32743	SIGN GAMMA DIGI SIGN 7777	84306-61751A
32746	SIGN GAMMA DIGI SIGN 7777	84326-56961A
32749	LETTER SIGN "GAMMA"	PAPER DISPENSER
32755	SIGN GUMMA DIGI SIGN	CN62IAJDNH
32763	LETTER SIGN "GAMMA"	NOT FOUND
33068	CAMERA HP PHOTO SMART	NA
33449	CISCO 2621 ROUTER/LA JOYA	SHN031302SR
33658	1986-INTERNATIONAL TRUCK	1HTLDUXP6GHA60426
33676	DESK ALUMINUM W/WOOD TOP LFT RTRN	NA
33678	DESK METAL BEIGE	NONE
33860	MAROON CHAIRW/BLK ARM RESTS	NA
33863	MARRON CHAIR W/BLK ARM RESTS	NA
34052	SYMBOL SPARK LS1000 SCANNER 7777	M353910
34062	SYMBOL SPARK LS1000 SCANNER 7777	M353910
34101	ESTATE DRYER	NOT FOUND
34102	ESTATE DRYER	NOT FOUND
34162	CHAIR MAROON W/BLACK ARM REST	NA
34170	CANON COPY MACHINE NP6551	S0237837
34754	MAYTAG WASHER	10213347YF
36244	PANASONIC PANAFAX UF-585	1000900857
36326	CLONE	NONE 52X

Asset No	Asset Description	Serial No
36516	DELL OPTIPLEX GX110	CDSBK01
36521	BUFFER THORO MATIC	16109
36561	2001 CROWN VIC FORD	2FAFP71W41X169626
36620	BROTHER INTEL FAX 2600	U56515C1U509116
36715	DELL OPTIPLEX GX 400	6mq0y01--bw22x01
36716	DELL OPTIPLEX GX400 170	G6W22X01
36789	SONY TV/ NO REMOTE	9034106
37113	COPIER ROYAL COPYSTAR 3010	NA
37336	DELL OPTIPLEX GX150	7NPDX01
37369	RUPER STOVE	NOT FOUND
37470	PRESSURE WASHER CAMPBELL	050101N19329
37805	TV SYLVANIA 19" W/VHS	V24131484
37888	MAYTAG WASHER	10211793YF
38331	2100 PSI PRES. WASHER 5HP CRAFTMAN	7548511
38490	DELL OPTIPLEX GX240	6H47R11
38495	DELL OPTIPLEX GX240	2JY7R11
39004	CHAIR SECRETARY PURPLE	NA
39009	CHAIR TUFF GRANDE	NA
39474	CHAIR TUFF GRANDE	NA
39476	CHAIR TUFF GRANDE GREEN (BASE)	NA
39477	CHAIR TUFF GRANDE GREEN (2 PIECE)	NA
39480	CHAIR TUFF GRANDE RED (BASE)	NA
39493	CHAIR TUFF GRANDE GREEN (BACK)	NA
39494	CHAIR TUFF GRANDE GRAY	NA
39512	CHAIR TUFF GRANDE GREEN	NA
39514	CHAIR TUFF GRANDE GREEN (BOTTOM)	NA
39535	CHAIR TUFF GRANDE BLUE	NA
39537	CHAIR TUFF GRANDE BLUE	NA
39551	CHAIR TUFF GRANDE BLUE	NA
39552	CHAIR TUFF GRANDE BLUE (BASE)	NA
39640	CHAIR TUFF GRANDE MAROON	NA
39642	CHAIR TUFF GRANDE MAROON	NA
39646	CHAIR TUFF GRANDE MAROON	NA
39708	HP INKJET 2230	MY29NF14BD
40421	PRINTER HP DESKJET 932C 280	JPBKD22906
40578	DELL OPTIPLEX GX260	2S7ML21
40579	DELL OPTIPLEX GX260	6SYML21
41010	ICEMAKER XAC 530 (AD129-22)	63G20311BC024
41012	12/24 VOLT BATTERY BOOSTER	NOT FOUND
41328	DELL OPTIPLEX GX270	GHD0D31
41329	DELL OPTIPLEX GX270 7777	DGD0D31
41343	ACERPOWER SV COMPUTER TOWER	PSPSV0600132902ECBEK00
41364	RADIO KENWOOD HAND HELD W/ CHARG	600874
41685	NEC MULTISYNCE LCD1760V	39300500TA
42101	RFUYNO MOWER	YELLOW CUTTER
42357	DELL OPTIPLEX GX270	CGWPM41
42697	MWAVE TOWER AMD (W)	JT-6724575
42713	HP LASERJET 1160	CNBIC10940

Asset No	Asset Description	Serial No
43179	SAMSUNG MONITOR	F407M2221
43186	CARPET	NA
43672	MONITOR HP 1702	CNC408039S
44466	DELL 4600 COMPUTER	2XBRP51
44556	PC- ACER 7500G	NONE
44716	HP LASERJET 2420	CNGKC23651
45829	NOTEBOOK COMPUTER	N800H5P00289
47573	2008 FORD F150 TRUCK	1FTRX12W788FA65107
47657	WHEEL/TIRE BALANCER JOHN BEAN	G95LA012
48764	PELCO	NOT FOUND
48765	PELCO	NOT FOUND
49942	OVER THE DESK BOOK SHELF	NONE
51079	2006 HUMMER H3	5GTDN136X6X68170782
60232	OFFICE CHAIR	BEIGE 13 GAL
50-200	ACER SOFTWARE AREXPPRO SP2	CD
50-200	BELKIN WIRELESS G NETWORK ADAPTER	CD
50-200	DELL E176FP DOCUMENTATION USER	CD
50-200	PAYCLOCK SOFTWARE IN BX (2003)	SZ37347
50-200	ROXIO DIGITAL MEDIA PLUS	CD
60-201	STACKABLE CHAIRS 5CT.	GRAY
60-203	TV MAGNOVOX DVD VCR COMBO	U51876640
60-204	DVD SAMSUNG	61CKB06100H
60-205	BABY SCALe "Health O METER	0000-433293
60-206	OFFICE CHAIR	MAROON
60-207	OFFICE CHAIR	GRAY
60-208	PAPER SHREDDER	RE3842H
60-209	PAPER SHREDDER "TECH SOLUTIONS	TS3300
60-211	PLAY AREA CUBE	NONE
60-212	PLAY AREA CUBE	NONE
60-213	PLAY AREA TABLE	NONE
60-214	FILE CABINET 2 DRW	W82466
60-215	BOX OF MISC	STAPLERS,TRAYS ETC.
60-216	SHREDDER "STAPLES"	93011223
60-217	SHREDDER "STAPLES"	93011113
60-218	SHREDDER "FELLOWES"	210215742
60-219	TRASH CAN W/MISC	FANS, CALCULATORS
60-220	ADULT SCALE "SECO"	000000000000-22227
60-221	ADULT SCALE "SECO"	00000000000-22216
60-222	ADULT SCALE "HEALTH O METER"	4020019554
60-223	ADULT SCALE "HEALTH O METER"	83218
60-224	BABY SCALE "DETECTO"	P7044
60-225	PAPER SHREDDER "STAPLES"	GRAY
60-226	BABY SCALe "" SECO"	178123-0007804
60-227	TYPE WRITER BROTHER	B56660571
60-228	F DRAFT TABLE	NONE
60-229	BOX OF MISC	W/MOB
60-230	BOX OF MISC	W/CHALK BOARD
60-231	TABLE W/CHALK BOARD	GREEN

Asset No	Asset Description	Serial No
60-233	TRASH CAN W/MISC	MX11P1F0B1
60-234	PRINTER HP	BEIGE LETTERSIZE
60-235	FILE CABINET 4 DRW	IN BLUE BX
60-236	CALCULATORS MISC (5CT)	2CAL,1SOAP DISP,3PHONES
60-237	FAX MACHINE SHARP	IN BK
60-238	MISC IN BX SHREDDERS	IN BOX
60-239	STACKABLE CHAIRS 2CT.	MAROON
60-240	TV MAGNOVOX DVD VCR COMBO	LN010418110678
60-241	TV EMERSON 13" W/VCR	3023B652-2503084
60-242	TV APEX 25"	EF281642227
60-243	HP LASERJET 2420	CNGKC09287
60-244	LATHEM TIMESTAMP MODEL LTT	U-111777
60-245	AOPEN LCD F75J5	42601139LE
60-246	AOPEN LCD F75J5	42601138LE
60-247	HP LASERJET 1320	CNDC5272ZJ
60-248	MWAVE TOWER MK77M-8XN (W)	35001785JE75
60-249	MWAVE TOWER AMD (W)	JT-6805536
60-251	12-DIGIT CALCULATORS (10)	2BOXES
60-253	BLACK PLASTIC ORGANIZER	IN BOX
60-253	BLUE BANK DEPOSIT BAG	MISSION OFF #4903
60-253	BLUE BANK DEPOSIT BAG	#4907
60-253	CANON AP330-TYPEWRITER	NOT FOUND
60-253	ELECTRIC STAPLER	IN BOX
60-253	MANUAL STAPLERS (9)	IN BOX
60-253	TRODAT INK STAMP	IN BOX
60-256	PANASONIC FAX UF 790	GBP2AU00379
60-257	DYMO HOBBYIST	IN BOX
60-257	SHARP VX 2652H	6D008096
60-257	SHARP VX 2652H	6D02300X
60-257	SURGE PROTECTOR	IN BOX
60-257	SWINGLINE ELECTRIC STAPLER	(X6)
60-257	THE MONEY LAB	(X2)
60-258	BOX SPARE PARTS TO SERVICE CART	IN BOX
60-258	CALCULATOR RIBBON	IN BOX
60-258	ELECTRIC STAPLERS	IN BOX
60-258	HC C1823D	IN BOX
60-258	HP CYAN II	IN BOX
60-258	SMITH CORONA RIBBON	IN BOX
60-258	VX-2652 H CALCULATOR	6D02298X
60-259	KEYBOARD DRAWERS	(X11)
60-260	6" FAN MODEL HF-0600	(X3)
60-260	CEBIJ45R INKJET CART	IN BOX
60-260	COLUMNAR PADS	(X2)
60-260	IBICO CALCULATOR	50819144
60-260	LEGAL TRAY	IN BOX
60-260	ORGANIZER	IN BOX
60-260	TYPE WRITER ELEMENT	IN BOX
60-261	40/50 TIRE CHANGER COATS	2077100453

Asset No	Asset Description	Serial No
60-262	SHEEP FOOT ROLLER	LARGE METAL TRACTOR PU
60-263	SHARP AM900 DIGITAL FAX	67120101
60-264	HP LASER JET M1522nf(3ini)	cnc986v0kt
60-265	SHARP AM900 DIGITAL FAX	4711928y
60-266	CORP EXPRESS ELECTRIC STPLR.	IN BOX
60-266	SWINGLINE ELECTRIC STAPLER	IN BOX
60-266	CORP EXPRESS ELECTRIC STPLR.	IN BOX
60-266	SWINGLINE ELECTRIC STAPLER	(X2) IN BOX
60-267	IBM LEX 1000 TYPEWRITER	11RG15
60-268	SEC. CHAIR ARM REST	NA
60-269	FELLOWS PAPER SHREDDER	NONE
60-270	BLACK LOBBY CHAIR	NA
60-271	FOLDING CHAIR	NA
60-271	FOLDING CHAIR	NA
60-271	FOLDING CHAIR	NA
60-272	CORP EXPRESS CAL	CEC0197(LR)
60-272	SHARP VX 2652H (X4)	NONE
60-273	LINE POLES	NONE
60-274	27 MAROON CHAIRS/WBLK ARM RESTS	NA
60-275	OFFICE CHAIR AQUA	AQUA
60-276	NINE FILE CARD HOLDERS	IN BOX
60-277	GBS BONDING SYSTEM	(X2)
60-279	CETRIFUGE	6165
60-280	CREDENZA WHITE	NA
60-282	CASH BOX METAL GRAY	GRAY
60-283	SMALL STEEL CART	NONE
60-284	SMALL BROWN CABINET	NONE
60-285	SENSOR VAC XP12	NONE
60-286	JHN DEERE LAWN TRACTOR	M180B607022
60-289	MONITOR WESLACO 53767	14769001216
60-289	MONITOR X3	(X3)
60-290	PANASONIC TV	MAZ1060576
60-291-60-295	5 ROLLS 5/8 LARGE STEEL CABLE	60-291 292,293,294, 60-295
60-297	LOW BACK CHAIR	NONE
60-298	WHITE WALL SINKS	(X3)
60-301	D-20 BULLDOZER DIESEL/HYD TANK	JUST TANK
60-321	PATTON FANS W/STAND (4)	NONE
60-322	FAN BX 1	NONE
60-323	FAN BX 2	NONE
60-325	PLASTIC FOLDING TABLES (16)	BROKEN
60-326	3000 PSI PRESSURE WASHER 8HP	NOT FOUND
60-327	20 TON HYDRAULIC JAC NAPA	NOT FOUND
60-328	20 TON BOTTLE JACK NAPA	NOT FOUND
60-329	ONE INCH IMPACT DRIVE BLUE POINT	6400043
60-330	ONE TON CHAIN HOIST (BRAND LTD)	NOT FOUND
60-331	20 TON AIR HYDRAULIC JACK NAPA	NOT FOUND
60-332	BENCH GRINDER 150 VOLTS CLARKE	9903G0058
60-333	A/C VACUUM PUMP 150 VOLTS CLARKE	14894

Asset No	Asset Description	Serial No
60-349	ELECTRIC STAPLER	VARIOUS
60-349	PLANTRONICS W/PHONE	44016517
60-349	PLANTRONICS W/PHONE	54043500
60-349	PLANTRONICS W/PHONE	44014151
60-349	PLANTRONICS W/PHONE	54047262
70-005	AQUA CHAIR	NA
70-006	AQUA CHAIR	NA
70-101	BUNN O MATIE TWO BURNER COFFEE MKR.	940933
70-102	BROWN VICTOR CALCULATOR	3702041MODEL 768854
70-103	HP DESK JET 970 CXI PRINTER	MYOBU151KK
70-104	HP DESK JET 970 CSE PRINTER	MY9C1170V0
70-105	HAND MADE WOOD SMALL TABLE	NONE
70-106	MEDIUM PAPER CUTTER	NONE
70-107	BLACK ELECTRIC STAPLER	NK564640 model 67
70-108	BROTHER AX-20 ELECTRONIC TYPEWRITER	F61524992
70-109	HP DESK JET 970 CSE PRINTER	MY03P1113D
70-110	BROWN SHELF 2 DOORS	NONE
70-115	BLUE EXECUTIVE CHAIR HI BACK	NONE
70-116	5 GLASS DESK TOPS	819110
AD0109-11	CHAIRS MAROON W/WHEELS (3)	NA
AD0109-181	HEATER FAN FOR BUILDING	180110-505384
AD0110-101	PHONE ATT BLACK	7302H01D
AD0110-101	PHONE SUPERSET 1 MITEL	9004301D901000512A
AD0110-101	PHONE SUPERSET 3 MITEL	DZACP3448
AD0110-101	PHONE SUPERSET 3 MITEL	DZAPCP9715
AD0110-101	PHONE SUPERSET 3 MITEL	DZADP9896
AD0110-101	PHONE SUPERSET 3 MITEL	DZADP9718
AD0110-102	PHONE SUPERSET 4 MITEL	NA
AD0110-102	PHONE SUPERSET 4 MITEL	DZACP3582
AD0110-102	PHONE SUPERSET 4 MITEL	CZ
AD0110-102	PHONE SUPERSET 4 MITEL	DZAPCP3581
AD0110-102	PHONE SUPERSET 4 MITEL	DZACP3015
AD0110-103	PHONE SUPERSET 4 MITEL	DZACS0372
AD0110-103	PHONE SUPERSET 4 MITEL	DZA 4561
AD0110-103	PHONE SUPERSET 4 MITEL	9004301D901001397A
AD0110-103	PHONE SUPERSET 4 MITEL	DZACP9702
AD0110-104	PHONE SUPERSET 1 MITEL	9004301D901001412A
AD0110-106	A/C COMPRESSOR PARTS	NA
AD0110-14	CHAIR MAROON OFFICE	KXHBP
AD0110-15	CHAIR GRAY OFFICE	NA
AD0110-74	FILE CABINET	NONE
AD0110-77	PHONE SUPERSET 1 MITEL	9004301D900901603A
AD0110-77	PHONE SUPERSET 1 MITEL	9004301D902007A
AD0110-77	PHONE SUPERSET 4 MITEL	UZAC04010
AD0110-78	PHONE SUPERSET 1 MITEL	9004301D901000930A
AD0110-78	PHONE SUPERSET 3 MITEL	9004301D901100107A
AD0110-78	PHONE SUPERSET 3 MITEL	DZAACP9596
AD0110-80	BREAKER BOX	NA

Asset No	Asset Description	Serial No
AD0110-81	ROYAL COPY STAR	37012397
AD0110-93	PHONE ATT MERLIN BLACK	NA
AD0110-93	PHONE SUPERSET 1 MITEL	9004301D901000928A
AD0110-93	PHONE SUPERSET 1 MITEL	9004301D01001395A
AD0110-93	PHONE SUPERSET 3 MITEL	NA
AD0110-93	PHONE SUPERSET 4 MITEL	DZACP343
AD0119-78	FILE CABINET	NONE
AD0119-79	FILE CABINET	NONE
AD0210-112	MONITOR CANON MP120	2A291147
AD0210-16	CHAIR TUFF GRANDE MAROON	NA
AD0210-32	CHAIRS WOODEN-BROOKEN IN PIECES	NA
AD0210-78	FILE CABINET 2 DRW	GRAY
AD0210-83	PRESSURE WASHER NORTH STAR	5DX4061
AD0310-123	FAN STAND BROKEN	JUST STAND
AD0310-132	SMALL LADDER	NA
AD0310-145	(16) CHAIR WOOD RED	NA
AD0310-31	TABLE SMALL GRAY(also draft table)	WOOD
AD0310-36	PAPER DISPENSER x2	NONE
AD0310-60	EASEL BOARD	WALL MOUNT
AD0310-71	MPC CLIENT PRO 365	4112675-0001
AD0310-73	DOCKING STATION FOR LAPTOP	CN0T7135-47985-54414B
AD0310-77	DELL PRINTER 5200 LASER	DJB2261
AD0310-78	KEYBOARDS (34)	VAR IN BOX
AD0310-81	VIDEO MONITOR	6030039
AD0310-82	KEYBOARDS (14)	VARIOUS
AD0310-83	BATTERY BACKUP	NONE
AD0310-94	MONITOR STANDS (4)	VARIOUS
AU/LIST 33	ABANDONED UNCLAIMED	LIST # 33
BXD W48764	PELCO	13511062
BXD W48765	PELCO	13511058
CAM19792	FILE CABINET	CAMERON TAG 19792
DA-0110-14	MONITOR HP 1702	CNC408039S
DA-0110-16	MONITOR VIEWSONIC E70fb	24C030151008
DA0110-19	(16) CD DRIVES	X2 BXS
DA-0110-20	(6) KEYBOARDS	NA
DA-0110-23	MOUSE	NA
DA-0110-3	VCR PLAYER LEBURE AG-6050	L5TB00175
DA0110-5	LOMEGA ZIP DRIVE Z100P2	RBCH21A2BW
DA0110-9	CABINET FILE FILEX 4 DRAWERS BLACK	NA
DA'S	2001 FORD EXPLORER	1FMZU77E21UA37711
H-1274	BLACK FILE CABINET	NONE
H-1418	WHITE FILE CABINET	NONE
H-1822	BOOKSHELF BROWN	NA
H-2092	CHAIR BLACK HI-BACK	NA
H-2127	CHAIR MAROON W/BLACK ARM REST	NA
H-2129	BLACK FILE CABINET	NONE
H-2146	WHITE FILE CABINET	NONE
H-2323	LAMINATOR	NONE

Asset No	Asset Description	Serial No
H-2327	TAN THREE TIER CART	NONE
H-2329	MAROON MULTICOLOR CHAIR	NA
HIDTA	2001 DODGE CARAVAN	2B8GP44321R344177
HIDTA	2001 FORD EXPLORER	1FMZU67E11UA27245
HIDTA	2001 PONTIAC AZTEK	3G7DA03E21S526886
ME000067	DELL OPTIPLEX GX 270	8BMT831
ME001063	DELL MONITOR STAND W/STAND	NA
ME001433	WATER TANK MODEL 14EWI	BC-43381
ME003019	BROTHER FAX MACHINE	K71560654
	FOLDING CHAIRS (56)	NONE

S

JLLED

ADENDUM REQUEST
For AI-22474 Surplus list

Please attach the following Hidalgo County fixed asset to the Surplus list to qualify for auction on the date of August 28, 2010.

Asset Tag No. 28868 - 2000 Gallon Water Tank (installed in Truck)

The said water tank is attached to Asset Tag No. 33658 - 1986 International Water Truck and is scheduled to be sold August 28, 2010.

AI-22606 **24.A.7.**

Modify and Extend Current Agreement thru GLO's-Reliant Energy Contract
CC REGULAR

Date:	08/24/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:
a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,
b. Extend current agreement from 5-31-13 to new expiration date of 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Currently this expenditure is budgeted under fiscal year 2010, however there appears a net decrease may be realized inasmuch as cost per kwh is being reduced by nearly $.01 per kwh.
No budgetary impact, would result in decrease in energy costs countywide.

Attachments

Link: AGENDA - BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/19/2010 02:22 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 03:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2010 09:40 AM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:32 PM	APRV

Form Started By: Marty Salazar — Started On: 08/19/2010 01:40 PM

Final Approval Date: 08/20/2010

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, August 16, 2010 11:56 AM
To: 'valde.guerra@co.hidalgo.tx.us'; 'raul.silguero@co.hidalgo.tx.us'
Cc: 'darlene.betancourt@co.hidalgo.tx.us'; 'oscarg.garza@co.hidalgo.tx.us'
Subject: FW: Hidalgo County Indicative Blend and Extend Price
Importance: High
Attachments: Authorized representative letter.pdf

Messrs. Guerra & Silguero:
I received a call this morning from Ruben de los Santos-Reliant Energy. He advises me that if we want to start enjoying reduced energy bills on the September meter readings, we need to approve this option I sent you. Please advise so as to place on CC agenda of 8-24-10.
Marty
PS We need to save now.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 11, 2010 1:11 PM
To: 'valde.guerra@co.hidalgo.tx.us'; 'raul.silguero@co.hidalgo.tx.us'
Cc: 'Darlene Betancourt'
Subject: FW: Hidalgo County Indicative Blend and Extend Price
Importance: High

Messrs. Guerra & Silguero:
In an attempt to assist in this very critical budgetary crisis, I have asked our current energy provider to propose to amend and extend our current agreement with new pricing that appears to net us nearly a $.01 decrease. In addition with the market continuing to fall, Mr. de los Santos advises that if pricing is better in 12 months, we would be able to amend again and secure lower pricing. Let me know what you think so as to place on CC agenda.
Marty
PS Our current agreement will expire 5-31-13 (originally a 60 month contract).

From: De Los Santos, Ruben [mailto:RDelossantos@reliant.com]
Sent: Wednesday, August 11, 2010 12:10 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Hidalgo County Indicative Blend and Extend Price

Dear Mrs. Salazar,

Below is a current indicative Blend and Extend electricity price for the Hidalgo County. This price is based upon a blending of current price and term with a future price and term, thereby lowering price with meter reads that occur beginning September 1, 2010. These are bundled energy prices similar to the current Hidalgo County current agreement.

Current Electricity price: 12.634 per kWh

Indicative Blend and Extend prices **beginning with meter reads on or after September 1, 2010:**

-

30 month: 11.678 – expiration 12-31-15

Approximate savings through the end of existing term: $479,257.

Approximate Annual savings: $178,049.

The reason for the ability to blend and extend is fairly simple, current future prices are lower than the Hidalgo County current price, which allows for this blend and extend opportunity to exist.

Pro Blend and Extend:

- Avoidance of potential increases in the market due to Hurricane disruption in the producing zone -- if you recall we saw this happen in 2004 due to Hurricane Ivan and in 2005 due to Hurricane Katrina 2008.
- Economic Rebound – part of the current high storage levels are due to our slow economy, however, if/when economy does rebound, there is a good chance that commodity price will increase.

Con Blend and Extend:

- Market drops and a lower price is available in the near future prior to current contract expiration

Please let me know if you would like to see a blend and extend amendment. **In order for the price change to be effective by the month of September the amendment would have to be executed before the end of August.**

Advantages of contracting with the GLO:

1. No GRT/PUCT fees – The GLO does not collect Gross Receipt Tax and PUCT fees. This is a 2.167% of the combined energy and TDSP charges for all accounts in incorporated areas.
2. Unlimited bandwidth (or swing)
3. No per account fees – The GLO/Reliant does not assess a per account fee. Many providers will assess a per account fee which ends up becoming a substantial cost.
4. No Aggregation / Consultation fee
5. Easy to Add / Delete Accounts.
6. HB 3693 – GLO/Reliant provides assistance with reporting requirements per HB 3693.
7. GLO Revenues go to available school fund – all GLO revenues are deposited in the Permanent School Fund, which are distributed to school districts throughout the state

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 9, 2010

RE: Authorized Representative of the Texas General Land Office

Dear Customer:

In an effort to provide you with excellent service and competitive prices, the Texas General Land Office ("GLO") is pleased to confirm that GLO currently has two authorized representatives to market the State Energy Marketing Program ("SEMP"), Reliant Energy and Cavallo Energy Texas.

Should you have any questions regarding the SEMP, we also invite you to contact the GLO directly. Please feel free to contract me at bryce.bales@glo.state.tx.us or at the phone number listed below.

Sincerely,

Bryce C. Bales, CPA
Director, Energy Marketing
Texas General Land Office
512.463.4033

AI-22605 **24.A.6.**

Hidalgo County Library System

CC REGULAR

Date:	08/24/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Correction and clarification to AI-#19873/Item 21.A.6. approved by CC on 2-16-10 to reflect the following in connection with an upgrade to the existing "Library Solution" System with The Library Corporation (as procured in 2007 by the Brownsville Public Library for participating members including the Hidalgo County Library System);

a. Requesting exemption from competitive bidding requirements, Texas Local Government Code, 262.024 (a)(7)- 'an item that can be obtained from only one source';

b. Approval of a "Sole Source Declaration" with The Library Corporation including the purchase of an upgrade to the existing "Library Solution" System in an amount not to exceed $97,511.00 for initial year and second (2nd) year costs in the amount of $27,317.00;

c. Approval for option to purchase one component of the automation system approved above (60-001T) in the amount of $27,000.00 through the original AI-#19873 as approved on 2-16-10 (i.e. GSA)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-455-00-115-035-841

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

BUDGETARY IMPACT:

$97,511.00 available funding as of 08/20/10. rc

Attachments

Link: Previous Agenda Documentation

Link: The Library Corporation Information

Link: Texas Loc. Gov. Code 262.024

Link: Sole Source Memo

Link: Affidavit

Link: Sole Source Letter From Vendor

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/20/2010 01:30 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 01:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2010 03:56 PM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:35 PM	APRV

Form Started By: Marty Salazar

Started On: 08/19/2010 12:05 PM

Final Approval Date: 08/20/2010

6. AI-19873 **Requesting authority to purchase the "Library Solution" System (i.e. Hardware,Software, Licenses, Support & Maintenance and related Accessories and/or Services) with "The Library Corporation" (TLC), through Contract #GS-35F-0508K off of the General Service Commission's (GSA's) Schedule 70 in the amount of $97,511.00 for the first (1st year) AND with the 2nd Year Cost in the amount of $27,317.00 in connection with the inter-local agreement between Hidalgo County and the member libraries of the Hidalgo County Library System.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

7. AI-19872 **Acceptance and approval of final contract document with TEDSI Infrastructure Group, Inc. (authorized for negotiations by CC on 02/02/10) for the provision of Professional Engineering Services for "Design And Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) located in Hidalgo County Precinct Number 4."**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

8. AI-19897 **Acceptance and approval of invoices received from Carrier Corporation (awarded vendor through Buyboard Cooperative Purchasing Program contract 305-08 and 298-09) in connection with "Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" through PO #625760 in those amounts eligible for payment of $_____ that have gone through the Auditor's processing procedures with authority for County Treasurer to issue payment(s)/check(s).**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote to approve the amounts that are eligible for payment.

9. AI-19851 **a. Recommending action to reject bids received for: Hidalgo County- "Door Frames and Bathroom Partitions for the Old Administration Building 3rd Floor" Bid No. 2010-071E-09-09-MSS in asmuch as the 90 day lapse of original bid pricing received on 11/23/09 has expired and as per requesting department directive;**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

b. Authority to re-advertise and approval of modified specifications for Hidalgo County- "Doors and Frames for Old Administration Building 3rd Floor Renovations". (Bid No. 2010-020A-03-10-MSS)

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. **Pct. 1**

1. AI-19918 **a. Requesting exemption from competitive bidding requirements under the Texas Local**

AI-19873 **21.A.6.**

Purchase-"Library Solution" thru GSA Contract-Schedule 70 Items-Hidalgo County Library System

CC REGULAR

Date: 02/16/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to purchase the "Library Solution" System (i.e. Hardware,Software, Licenses, Support & Maintenance and related Accessories and/or Services) with "The Library Corporation" (TLC), through Contract #GS-35F-0508K off of the General Service Commission's (GSA's) Schedule 70 in the amount of $97,511.00 for the first (1st year) AND with the 2nd Year Cost in the amount of $27,317.00 in connection with the inter-local agreement between Hidalgo County and the member libraries of the Hidalgo County Library System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-455-00-115-035-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

$235,000.00 available funding as of 02/11/10. rc

Attachments

Link: GSA Contract Documentation
Link: The Library Corporation Correspondence
Link: The Library Corporation's Price List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/10/2010 05:07 PM	APRV
2	Budget & Management	Erika Zamora	02/11/2010 08:24 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/11/2010 11:53 AM	APRV
4	Auditor's Office	Linda Fong	02/11/2010 06:33 PM	APRV

Form Started By: Vangie Garcia Started On: 02/10/2010 12:22 PM
Final Approval Date: 02/11/2010

GSA eLibrary

Home | eBuy - quotes | GSA Advantage - online shopping | Help

Search: all the words Go

Search Results Summary

Search Criteria: **THE LIBRARY CORPORATION**

Contractor/Manufacturer matches

Source	Description
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - Pursuant to Section 211 of **the** e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and **the Corporate** contracts for associated special item numbers. Contracts with **the** COOP PURC icon indicate that authorized state and local government entities may procure from that contract.

Contractors

THE LIBRARY CORPORATION [GS-35F-0508K]

Manufacturers

THE LIBRARY CORPORATION

Keyword matches - The following may be possible matches for the keywords entered. A search was conducted on GSA Advantage to identify possible matches.

Source	Description
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - Pursuant to Section 211 of **the** e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and **the Corporate** contracts for associated special item numbers. Contracts with **the** COOP PURC icon indicate that authorized state and local government entities may procure from that contract.

Category	Description
132 33	Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING - Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software. Software maintenance as a product includes **the** publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain **the** operability and usability of **the** software product. It may also include other no charge support that is included in **the** purchase price of **the** product in **the** commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help **libraries**

and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self diagnostics. Subsin categories include: Ancillary Financial Systems Software, Application Software, Communications Software, Core Financial Management Software, Electronic Commerce (EC) Software, Large Scale Computers, Microcomputers, Operating System Software, Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information and Utility Software. Software maintenance as a product does NOT include **the** creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 132.34 Software Maintenance as a Service. Software Maintenance as a product is billed at **the** time of purchase.

132 34 Maintenance of Software as a Service - SUBJECT TO COOPERATIVE PURCHASING - Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with **the** price of **the** software. Software maintenance as a service includes person-to-person communications regardless of **the** medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

75 OFFICE PRODUCTS/SUPPLIES AND SERVICES AND NEW PRODUCTS/TECHNOLOGY - Schedule 75 now includes Videotapes, Audiotapes, Tape Cartridges, Diskettes/Optical Disks, Disk Packs, Disk Cartridges, Anti-Glare Screens, Cleaning Equipment & Supplies, Ergonomic Devices, Next Day Desktop Delivery of Office Supplies, and Restroom Products such as Roll Toilet Tissue Dispensers, Toilet Tissue, Paper Towels, Toilet Seat Covers, Facial Tissues, and Soaps for Restroom Dispensers.

Category	Description
75 200	OFFICE PRODUCTS - Offerors may offer their entire commercial catalog, or may offer a select, limited line of office products. Office products include, but are not limited to items such as: pens, pencils, markers, xerographic paper, printer paper, fax paper, binders, tape, envelopes, shredders, helical-scan, longitudinally oriented video tapes, video cassettes, reel to reel audio tapes, blank endless loop audio cartridge tapes, magnetic tape audio recording cassette, computer tape, reel, cartridge, cassette, diskettes, disk packs, disk cartridges, anti-glare/anti-radiation screens (VDT), ergonomic products (wrist and foot rests), cleaning equipment and supplies (head cleaners, disk drive cleaners, monitor cleaners, toner wipes, minivacuums, etc.) optical disks, CD ROMS, physical storage, security, protective and related ADP supplies, and toner cartridges. Toner cartridge offerors must provide arrangements for empty toner cartridges to be returned from customers. This may include prepaid shipping labels in **the** products packaging and/or rebates. EXCLUSIONS: All products which have been determined to be essentially **the** same as items available under **the** AbilityOne Program;(formerly JWOD)items which do not comply with **the**

requirements set forth in Executive Order 13423 and Items which are not in compliance with **the** Trade Agreements Act. Firms offering their entire commercial catalog are only authorized to distribute this catalog to our customers. Any other catalogs cannot be used, substituted, or distributed with **the** GSA contract number printed on it, to GSA customers or other federal agencies.

Evangelina Garcia

From: Gerry Davies [gdavies@tlcdelivers.com]
Sent: Wednesday, February 10, 2010 2:07 PM
To: 'Evangelina Garcia'
Subject: RE: TLC-CITY OF EDINBURG LIBRARY SYSTEM
Attachments: LS 6 10.pdf

Vangie,

Here is the full quote that backed up the Order Confirmation Letty had.

My head office is in West Virginia and is closed today because of heavy snow so I cannot confer with anyone on the category number and description; I believe the following categories would apply however:

Category 132 33 applies to the following components and their annual licensing charges:

Library•Solution 55 Technical Station Licenses
Library•Solution Annual Support Renewal for 55 technical stations
Library•Solution Server License
Library•Z (Z39.50 server)
Oracle Database Licensing
Reports Manager (one user license per site)
Online Selection & Acquisitions™ Renewal
OPAC Enrichment Renewal
LS2 Kids Renewal
LS2 PAC
Dataserver (with three years of onsite support)
Webserver (with three years of onsite support)
AuthorityWorks: Authority Control Processing and Automatic Updates

Category 132 34 would appear to apply to the following:

Data Preparation ($.10/rec)
Installation
Training

If you have any questions and fear I may have misunderstood the categories and their descriptions please call me.

Gerry
Gerry Davies
Automation Consultant
TLC - The Library Corporation
http://www.tlcdelivers.com
Tel. (800) 767.4784
Fax. (813) 643.7839
gdavies@tlcdelivers.com

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 10, 2010 2:14 PM
To: gdavies@tlcdelivers.com
Subject: TLC-CITY OF EDINBURG LIBRARY SYSTEM
Importance: High

Mr. Davies,

Please review the attached information that was provided to Ms. Letty Leija of the Edinburg Public Library. It is the information on the Software/Hardware/Services to be provided by The Library Corporation.

I've also attached your contract under the "General Services Administration (GSA)", so at this time what I need for you to do is to please reference the "Category Number and Description Information" for every item that is stated in the list that you sent Ms. Letty Leija. Is every one of those items in your GSA Contract? Please let me know and if you can respond back if possibly by the end of the day with the category number in order to have as my backup for our agenda item.

Call me if you have any questions at the following listed telephone number. Thank you.

Vangie Y. Garcia, Contract's Manager

2802 S. Business Hwy. 281

New Administration Building

Edinburg, Texas 78539

(956) 292-7000-Extension 4856

email: evangelina.garcia@co.hidalgo.tx.us

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 9.0.733 / Virus Database: 271.1.1/2678 - Release Date: 02/09/10 14:35:00

TLC
Solutions that Deliver

September 29, 2009

Ms. Letty Leija
Hidalgo County Library System
Edinburg Public Library
1906 S Closner Blvd
Edinburg, TX 78539

Dear Letty:

Thank you for your Library•**Solution**® order. In order to satisfy your expectations, please take a moment to revie
the following confirmation of your order:

	1st Year Costs	2nd Year Costs
Software:		
Library•**Solution** 55 Technical Station Licenses	No Charge	N/A
Library•**Solution** Annual Support Renewal for 55 technical stations	$ 11,550.00	$ 12,128.00
Library•Solution Server License	$ 27,000.00	$ 5,400.00
Library•**Z** (Z39.50 server)	Included	Included
Oracle Database Licensing	Included	Included
Reports Manager (one user license per site)	Included	Included
Online Selection & Acquisitions™ Renewal	$ 1,499.00	$ 1,499.00
OPAC Enrichment Renewal	$ 3,595.00	$ 3,595.00
LS2 Kids Renewal	$ 695.00	$ 695.00
LS2 PAC	$ 4,000.00	$ 4,000.00
Hardware:		
Dataserver (with three years of onsite support)	$ 6,419.00	Included
Webserver (with three years of onsite support)	$ 3,953.00	Included
Services:		
Data Preparation ($.10/rec)	$ 35,200.00	
AuthorityWorks: Authority Control Processing and Automatic Updates	Included	Included
Installation	$ 3,600.00	
Training	N/A	
Total 1st Year Costs	**$ 97,511.00**	
Total 2nd Year Costs		**$ 27,317.00**

Annual support after year 2 will not increase more than 5% per year.

Payment terms are net 30 following installation.

Headquarters • The Library Corporation
Research Park • Inwood, WV 25428-9733
Phone: 800.325.7759 or 304.229.0100
FAX: 304.229.0295

Denver Office • The Library Corporation
3801 E. Florida Ave., Suite 300 • Denver, CO 80210
Phone: 877.694.1452 or 303.758.3030
FAX: 303.758.0606

International • The Library Corporation/Asia-Pacific
80 Robinson Road #09-04 • Singapore 068898
Phone: 65.6236.1450 • FAX: 65.6220.9821

Evangelina Garcia

From: Gerry Davies [gdavies@tlcdelivers.com]
Sent: Tuesday, June 01, 2010 11:57 AM
To: 'Evangelina Garcia'
Subject: RE: Invoice #49891-The Library Corporation For the Hidalgo County Library System

Ms Garcia,

I was not able to navigate back to the point in the web site we visited last time we spoke. I had my head office look up the GSA line items that correspond to our invoice; they found the following:

001T - Library solution server licenses
60-020T - Technical services user licenses
66-022 - Annual support on acquisitions software

Only this item is identifiable under GSA contract.

They could not find any line items for the cost of the 2 Dell servers - PE 610

I understand that there is no line item for Data conversion or installation but both of these would be classed as implementation line items.

OPAC enrichment is a software service subscription that is not in the GSA contract The LS2 Kids and LS2 PAC Interface are extra cost items of software which are not listed separately from our core software program.

The rest of the items as per vendor, are not under GSA contract as how he had previously stated.

Please call me if you have any questions.

Gerry

Gerry Davies
Automation Consultant
TLC - The Library Corporation
http://www.tlcdelivers.com
Tel. (800) 767.4784
Fax. (813) 643.7839
gdavies@tlcdelivers.com

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, June 01, 2010 10:11 AM
To: gdavies@tlcdelivers.com
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: FW: Invoice #49891-The Library Corporation For the Hidalgo County Library System
Importance: High

Mr. Davies,

GSA Advantage!

Search Results

Help on this page

Found **107** products for contract number **GS-35F-0508K** and SIN **132 33**

Refine using related terms

- software
- license
- management
- workstation
- training
- library.solution
- cataloging
- control
- library.booking
- booking
- library.serial
- circulation

Search within results

Find all these words Refine

Sort by: Most relevant

▼ - Indicates quantity discounts available.

NSN/Mfr. Part No/Product	Price / Delivery	Quantity
60-001D **LIBRARY.SOLUTION** Library Management Software including Circulation, Cataloging and Public Access Catalog. Includes licenses for first five workstations and first site Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$15,336.40** EA 120 days delivered ARO	Add to Cart
60-001L **LIBRARY.SOLUTION** Library Management Software including Circulation, Cataloging and Public Access Catalog. Includes licenses for first five workstations and first site Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$22,328.40** EA 120 days delivered ARO	Add to Cart
60-001T **LIBRARY.SOLUTION** Library Management Software including Circulation, Cataloging and Public Access Catalog. Includes licenses for first five workstations and first site Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$29,320.40** EA 120 days delivered ARO	Add to Cart
60-005H **LIBRARY.BOOKING** Library Material Booking Software Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$4,411.40** EA 120 days delivered ARO	Add to Cart
60-005P **LIBRARY.BOOKING** Library Material Booking Software Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$6,251.40** EA 120 days delivered ARO	Add to Cart
60-013A **LIBRARY.SOLUTION LICENSE** Workstation License for Library.Solution Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$901.60** EA 120 days delivered ARO	Add to Cart
60-013I **LIBRARY.SOLUTION LICENSE** Workstation License for Library.Solution Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$828.00** EA 120 days delivered ARO	Add to Cart
60-013Q **LIBRARY.SOLUTION LICENSE** Workstation License for Library.Solution Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$754.40** EA 120 days delivered ARO	Add to Cart
60-014 **TRAINING** Training Services Per Day for Library.Solution Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$920.00** EA 120 days delivered ARO	Add to Cart
60-018D **LIBRARY.SERIAL** Library.Serial Control Software Manufacturer: THE LIBRARY CORPORATION Contractor: THE LIBRARY CORPORATION [GS-35F-0508K] (s w)	**$3,491.40** EA 120 days delivered ARO	Add to Cart
60-018I **LIBRARY.SERIAL**	**$5,331.40** EA	

INVOICE

Date	Page
3/11/10	1
Invoice Number	
49891	

THE LIBRARY CORPORATION
PO Box 1610
Inwood, WV 25428
Phone: 800.624.0559
Fax: 304.229.0295

Fed. Tax # 52-1043428
Territory: GD

1.5% INTEREST PER MONTH AFTER 30 DAYS

Sold to:	Ship to:
Hidalgo County Library System c/o Monica Badillo, Court Administrator County of Hidalgo 2818 S.Bus. Hwy 281 Edinburg, TX 78539	Hidalgo County Library System 121 East Cherokee Pharr, TX 78577

Customer No.	Date Shipped	Order Date	Shipped Via	PO Number	Terms
980317	2/4/10	9/30/09	COURIER	GARCIA	NET

Qty Ord	Description	Unit Price	Extended Price
55	LS TECH STN LICENSE	0.00	0.00
55	LS TECH STN LICENSE	210.00	11,550.00
1	LS SERVER LICENSE	27,000.00	27,000.00
1	ONLINE SELECTION ACQUISITIONS	1,499.00	1,499.00
1	OPAC ENRICHMENT	3,595.00	3,595.00
1	LS2 KIDS	695.00	695.00
1	LS2 PAC INTERFACE	4,000.00	4,000.00
1	PE610 TWR/2 2.26/16GB/730GB/3YR	6,119.00	6,119.00
1	APC PERSONAL SURGEARREST 7	0.00	0.00
1	14' CAT5 PATCH CABLE	0.00	0.00
1	WIN 2008 SVR STD	0.00	0.00
55	WIN 2008 SVR CAL	0.00	0.00
1	NORTON A/V CORP EDITION MEDIA PACK	0.00	0.00
10	NORTH AV CORP EDITION 11.0 (1 YR)	0.00	0.00
10	NORTON ANTIVIRUS CORP ED 11.0 (2^{ND} YR)	0.00	0.00
4	RD1000 160/320 CTRGS	0.00	0.00

Comments

CONTINUED .....

INVOICE

Date	Page
3/11/10	2
Invoice Number	
49891	

THE LIBRARY CORPORATION
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Phone: 800.624.0559
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Customer No.	Date Shipped	Order Date	Shipped Via	PO Number	Terms
980317	2/4/10	9/30/09	COURIER	GARCIA	NET

Qty Ord	Description	Unit Price	Extended Price
1	PE610 TWR/2 2.6 QUAD CORE/16GB/292GB/3YR	3,778.00	3,778.00
1	WIN 2008 SVR STD	0.00	0.00
1	APC PERSONAL SURGEARREST 7	0.00	0.00
1	14' CAT5 PATCH CABLE	0.00	0.00
	SHIPPING & HANDLING		475.00

Comments

AMOUNT DUE 58,711.00

INVOICE

Date	Page
3/11/10	1
Invoice Number	
49892	

THE LIBRARY CORPORATION
PO Box 1610
Inwood, WV 25428
Phone: 800.624.0559
Fax: 304.229.0295

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1.5% INTEREST PER MONTH AFTER 30 DAYS

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Hidalgo County Library System c/o Monica Badillo, Court Administrator County of Hidalgo 2818 S. Bus. Hwy 281 Edinburg, TX 78539	Hidalgo County Library System 121 East Cherokee Pharr, TX 78577

Customer No.	Date Shipped	Order Date	Shipped Via	PO Number	Terms
980317	2/23/10	9/30/09	COURIER	GARCIA	NET

Qty Ord	Description	Unit Price	Extended Price
1	L.S DATA CONVERSION	35,200.00	35,200.00

Comments

AMOUNT DUE 35,200.00

INVOICE

Date	Page
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Invoice Number	
49893	

THE LIBRARY CORPORATION
PO Box 1610
Inwood, WV 25428
Phone: 800.624.0559
Fax: 304.229.0295

Fed. Tax # 52-1043428
Territory: GD

1.5% INTEREST PER MONTH AFTER 30 DAYS

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Hidalgo County Library System c/o Monica Badillo, Court Administrator County of Hidalgo 2818 S. Bus. Hwy 281 Edinburg, TX 78539	Hidalgo County Library System 121 East Cherokee Pharr, TX 78577

Customer No.	Date Shipped	Order Date	Shipped Via	PO Number	Terms
980317	2/18/10	9/30/09	COURIER	GARCIA	NET

Qty Ord	Description	Unit Price	Extended Price
1	L.S INSTALLATION	3,600.00	3,600.00

Comments

AMOUNT DUE 3,600.00

Evangelina Garcia

From: Ramon [Ramon.vela@co.hidalgo.tx.us]
Sent: Wednesday, May 19, 2010 8:50 AM
To: 'Evangelina Garcia'
Subject: FW: TLC

Importance: High

FYI

Ramon V. Vela Jr./Assistant Purchasing Agent
Hidalgo County Purchasing Department
2812 South Business Hwy. 281
Edinburg, Texas 78539
☎ *956) 292-7000 x-4871*
(956) 318-2629
ramon.vela@co.hidalgo.tx.us

From: Letty Leija [mailto:Letty@edinburg.lib.tx.us]
Sent: Wednesday, May 19, 2010 8:36 AM
To: Ramon
Cc: Adolfo Garcia
Subject: TLC

Vangie & Ramon:

I. Background

Originally, we had the SIRSI Automation System that was hosted at the Speer Memorial Library in Mission, TX,. Unfortunately, in 2002, Mission was no longer able to host the automation system and neither could any other library in Hidalgo County so through mutual agreement by the Library Directors the SIRSI server was moved to the Brownsville Public Library (BPL). Since then, BPL has also served as the Internet Service Provider (ISP) for HCLS as per an interlocal agreement between each HCLS city and BPL.

In 2007, when the Brownsville Public Library decided to procure an updated automation system, they followed the City of Brownsville procurement procedure and obtained The Library Corporation (TLC) automation system. During the purchasing process, the HCLS libraries were asked if they wanted to upgrade to a new system, especially since the SIRSI system we had was becoming obsolete and was on the verge on breaking down. The purchase of the system at that time was done solely by Brownsville Public Library and the Hidalgo County Library System Libraries only paid for the workstation licenses needed. I believe it was 75 licenses at the time.

In 2009, the Hidalgo County Library System Board of Directors voted to upgrade to the newest version of TLC and to host the new TLC server in Hidalgo County at the Dustin M. Sekula Memorial Library in Edinburg, TX. When we decided to separate from Brownsville, there were three main reasons we decided to stay with TLC. First of all, we liked the

product; it was user friendly and had great upgrade features. Secondly, the staff was familiar with TLC so it would require minimal training and finally, because our records were already in the system the migration to a newer version would be easier and would be less costly then going to a whole new system where all our records had to be changed to a different format.

Our migration to the newer version of TLC was carried out in February 2010, due to our prior records already being in the older version of TLC the migration went well.

I will contact Mr. Gerry Davies, our TLC representative on the actual State vendor contract that TLC may have and I will get to you as soon as possible. In the meantime, if you would like for HCLS President, Adolfo Garcia and I to stop by the County to further talk about this matter, please let me know what time would be a good time to meet.

Thank you,

Leticia S. Leija
Library Director
Dustin Michael Sekula Memorial Library
1906 S. Closner Blvd.
Edinburg, TX 78539
Ph: 956.383.6246
Fax: 956.318.3446

of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, § 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes,

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: August 19, 2010

RE: "Sole Source Declaration" – Library Solution System

The Library Corporation ("TLC") is the current provider of the Hidalgo County Library System's ("HCLS") automation system the Library Solution System ("LSS") which services all member libraries in Hidalgo County. This automation system (TLC's-the Library Solution System") was procured in 2007 by the City of Brownsville of which HCLS's was a member and participant through an inter-local cooperation agreement. It has become necessary to upgrade the current automation system (TLC's-LSS) so as to more efficiently and effectively render services to all the members of the Hidalgo County Library System.

Therefore, Hidalgo County Library requires the purchase of these proprietary components under the "Library Solution System (i.e. library solution server licenses/technical services user licenses/annual support of software plus other additional accessories) from the sole source vendor and owner of the (LSS), The Library Corporation.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Calvin Whittington a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Calvin Whittington. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: The Library Corporation
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Library.Solution our Integrated Library Automation System
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Calvin Whittington

SWORN AND SUBSCRIBED TO under oath before me on 20 day of August, 2010.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DEBORAH K. BOWERS
THE LIBRARY CORPORATION
RESEARCH PARK
INWOOD, WV 25428
My commission expires April 14, 2013

Deborah K Bowers
NOTARY PUBLIC

Deborah K Bowers
PRINTED NAME

April 14 2013
MY COMMISSION EXPIRES

COMPANY NAME: The Library Corporation
ADDRESS, CITY, STATE & ZIP CODE: Research Park, Inwood, WV 25428
PHONE: 304-229-7809 NUMBER:
CONTACT NAME AND TITLE: Calvin Whittington, Director of Finance
WEB ADDRESS: EMAIL: cwhittington@tlcdelivers.com
FEDERAL TAX ID NUMBER: 52-1043428 TEXAS SALES TAX NUMBER: 15210434286

TLC
Solutions that Deliver

August 20, 2010

Ms. Vangie Y. Garcia, Contract's Manager
2802 South Business Hwy. 281
New Administration Building
Edinburg, TX 78539

RE: Library•**Solution**® Software

Dear Ms. Garcia:

The Library Corporation solely manufactures the Library•**Solution**® software and database. TLC is providing Library•**Solution** as a turnkey system that includes Library•**Solution** software and dataserver as a package.

The Library Corporation is the sole source for licensing and support of the above product.

Sincerely,

Calvin Whittington

Calvin Whittington
Director of Finance

TLC Denver
1355 So. Colorado Blvd., Ste. C-800 • Denver, CO 80222
Phone: 877-694-1452 or 303-758-3030
Fax: 303-758-0606

TLC Headquarters • The Library Corporation
Research Park • Inwood, WV 25428-9733
Phone: 800.325.7759 or 304.229.0100
Fax: 304.229.0295
www.TLCdelivers.com

TLC International
112 Robinson Road #10-01 • Singapore 068902
Phone: 65.6236.1450 • Fax: 65.6220.9821

TLC
Solutions that Deliver

August 20, 2010

Ms. Vangie Y. Garcia, Contract's Manager
2802 South Business Hwy. 281
New Administration Building
Edinburg, TX 78539

RE: Library•**Solution**® Software

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The Library Corporation solely manufactures the Library•**Solution**® software and database. TLC is providing Library•**Solution** as a turnkey system that includes Library•**Solution** software and dataserver as a package.

The Library Corporation is the sole source for licensing and support of the above product.

Sincerely,

Calvin Whittington
Director of Finance

TLC Denver
1355 So. Colorado Blvd., Ste. C-800 • Denver, CO 80222
Phone: 877-694-1452 or 303-758-3030
Fax: 303-758-0606

TLC Headquarters • The Library Corporation
Research Park • Inwood, WV 25428-9733
Phone. 800.325.7759 or 304.229.0100
Fax: 304.229.0295
www.TLCdelivers.com

TLC International
112 Robinson Road #10-01 • Singapore 068902
Phone: 65.6236.1450 • Fax: 65.6220.9821

AI-22606 **24.A.7.**

Modify and Extend Current Agreement thru GLO's-Reliant Energy Contract
CC REGULAR

Date:	08/24/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:
a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,
b. Extend current agreement from 5-31-13 to new expiration date of 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Currently this expenditure is budgeted under fiscal year 2010, however there appears a net decrease may be realized inasmuch as cost per kwh is being reduced by nearly $.01 per kwh.
No budgetary impact, would result in decrease in energy costs countywide.

Attachments

Link: AGENDA - BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/19/2010 02:22 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 03:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2010 09:40 AM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:32 PM	APRV

Form Started By: Marty Salazar — Started On: 08/19/2010 01:40 PM

Final Approval Date: 08/20/2010

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Monday, August 16, 2010 11:56 AM
To: 'valde.guerra@co.hidalgo.tx.us'; 'raul.silguero@co.hidalgo.tx.us'
Cc: 'darlene.betancourt@co.hidalgo.tx.us'; 'oscarg.garza@co.hidalgo.tx.us'
Subject: FW: Hidalgo County Indicative Blend and Extend Price
Importance: High
Attachments: Authorized representative letter.pdf

Messrs. Guerra & Silguero:
I received a call this morning from Ruben de los Santos-Reliant Energy. He advises me that if we want to start enjoying reduced energy bills on the September meter readings, we need to approve this option I sent you. Please advise so as to place on CC agenda of 8-24-10.
Marty
PS We need to save now.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 11, 2010 1:11 PM
To: 'valde.guerra@co.hidalgo.tx.us'; 'raul.silguero@co.hidalgo.tx.us'
Cc: 'Darlene Betancourt'
Subject: FW: Hidalgo County Indicative Blend and Extend Price
Importance: High

Messrs. Guerra & Silguero:
In an attempt to assist in this very critical budgetary crisis, I have asked our current energy provider to propose to amend and extend our current agreement with new pricing that appears to net us nearly a $.01 decrease. In addition with the market continuing to fall, Mr. de los Santos advises that if pricing is better in 12 months, we would be able to amend again and secure lower pricing. Let me know what you think so as to place on CC agenda.
Marty
PS Our current agreement will expire 5-31-13 (originally a 60 month contract).

From: De Los Santos, Ruben [mailto:RDelossantos@reliant.com]
Sent: Wednesday, August 11, 2010 12:10 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Hidalgo County Indicative Blend and Extend Price

Dear Mrs. Salazar,

Below is a current indicative Blend and Extend electricity price for the Hidalgo County. This price is based upon a blending of current price and term with a future price and term, thereby lowering price with meter reads that occur beginning September 1, 2010. These are bundled energy prices similar to the current Hidalgo County current agreement.

Current Electricity price: 12.634 per kWh

Indicative Blend and Extend prices **beginning with meter reads on or after September 1, 2010:**

-

30 month: 11.678 – expiration 12-31-15

Approximate savings through the end of existing term: $479,257.

Approximate Annual savings: $178,049.

The reason for the ability to blend and extend is fairly simple, current future prices are lower than the Hidalgo County current price, which allows for this blend and extend opportunity to exist.

Pro Blend and Extend:

- Avoidance of potential increases in the market due to Hurricane disruption in the producing zone -- if you recall we saw this happen in 2004 due to Hurricane Ivan and in 2005 due to Hurricane Katrina 2008.
- Economic Rebound – part of the current high storage levels are due to our slow economy, however, if/when economy does rebound, there is a good chance that commodity price will increase.

Con Blend and Extend:

- Market drops and a lower price is available in the near future prior to current contract expiration

Please let me know if you would like to see a blend and extend amendment. **In order for the price change to be effective by the month of September the amendment would have to be executed before the end of August.**

Advantages of contracting with the GLO:

1. No GRT/PUCT fees – The GLO does not collect Gross Receipt Tax and PUCT fees. This is a 2.167% of the combined energy and TDSP charges for all accounts in incorporated areas.
2. Unlimited bandwidth (or swing)
3. No per account fees – The GLO/Reliant does not assess a per account fee. Many providers will assess a per account fee which ends up becoming a substantial cost.
4. No Aggregation / Consultation fee
5. Easy to Add / Delete Accounts.
6. HB 3693 – GLO/Reliant provides assistance with reporting requirements per HB 3693.
7. GLO Revenues go to available school fund – all GLO revenues are deposited in the Permanent School Fund, which are distributed to school districts throughout the state

TEXAS GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

July 9, 2010

RE: Authorized Representative of the Texas General Land Office

Dear Customer:

In an effort to provide you with excellent service and competitive prices, the Texas General Land Office ("GLO") is pleased to confirm that GLO currently has two authorized representatives to market the State Energy Marketing Program ("SEMP"), Reliant Energy and Cavallo Energy Texas.

Should you have any questions regarding the SEMP, we also invite you to contact the GLO directly. Please feel free to contract me at bryce.bales@glo.state.tx.us or at the phone number listed below.

Sincerely,

Bryce C. Bales, CPA
Director, Energy Marketing
Texas General Land Office
512.463.4033

AI-22601 **24.A.8.**

FEMA-Right of Entry-Ratification

CC REGULAR

Date:	08/24/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Ratification of Right of Entry Agreement between Hidalgo County and Federal Emergency Management Agency in connection with Hurricane ALEX Public Assistance Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

Link: Right of Entry Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/19/2010 02:22 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 02:59 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2010 09:22 AM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 03:08 PM	APRV

Form Started By: Marty Salazar Started On: 08/19/2010 11:49 AM

Final Approval Date: 08/20/2010

Right of Entry Agreement between
The United States Government
and
Hidalgo County.

This shall serve as a temporary agreement between: H. dalgo County, hereinafter referred to as Grantor, whose mailing address is 100 E Cano Edinburg, TX and the Federal Emergency Management Agency, hereinafter referred to as Grantee, whose mailing address is 800 N Loop 288 Denton TX. The parties are collectively referred to as the Parties to this Agreement.

Whereas, the Parties mutually agree to a "Right of Entry" providing Grantee access to space located at 100 E Cano Edinburg TX for the purpose of positioning and operating a FEMA / SBA MDRC/DRC site. The MDRC/DRC will serve the victims of Hurricane Alex (1931).

The Parties further agree to the following general terms and conditions:

The Grantee shall have access to the premises 24 hours a day.
The Grantee shall be permitted to employ armed guards on the premises.
The Grantee agrees not to place its vehicles or trailers in areas that will interfere with the ingress and egress to the site.
The Grantee will provide a written notice within 24 hours of vacating the premises.
The signing of this form will act as a binding agreement between the above mentioned parties until a formal ~~lease~~ agreement is signed.

Cal Z Tuck
FEMA Officer
FEMA Public Building Services
Capt. J. Tucker 940-536-9672

12 Aug 2010
Date

Grantor

8/12/10
Date

Hidalgo County Judge
Title

AI-22540 **24.A.9.**

Auth./Advertise-Property & Casualty Ins.-Including TPA Services
CC REGULAR

Date:	08/24/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Authority to advertise and approval of procurement packet (i.e. Exhibit Request for Proposals, Legal Notice, “Exhibit A” Requirements, Exhibit “B” Selection Criteria) as attached hereto for: Hidalgo County – “Property and Casualty Insurance” (Including Third Party Administration Services) RFP No. 2010-195-09-022-YSI;

b. Determination by Commissioners' Court to select/assign/designate an evaluation committee as referenced in procurement packet.

BACKGROUND

Proposed Calendar of Events: 1st advertisement: August 28, 2010
2nd advertisement: September 04, 2010
Bid Opening Date: September 22, 2010

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 1100-419-00-115-025-0

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

BUDGETARY IMPACT:

Attachments

Link: Exhibit B Evaluation
Link: legal notice pnc 22540
Link: ex a req pnc 22540
Link: ex a.a pnc pnc 22540

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	08/16/2010 03:41 PM	APRV
2	Yvette Islas (Originator)	Sandra Montalvo	08/19/2010 08:34 AM	APRV
3	Auditor's Office	Angela Garcia	08/19/2010 08:39 AM	APRV
4	Purchasing Department	Marty Salazar	08/19/2010 03:31 PM	APRV
5	Purchasing Department	Marty Salazar	08/20/2010 10:46 AM	APRV

Form Started By: Yvette Islas

Started On: 08/16/2010 03:34 PM

Final Approval Date: 08/20/2010

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP EVALUATION/SELECTION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County Commissioner's Court may elect to conduct evaluations or establish a Scoring/Grading Committee to perform such evaluations. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP.

1. Responsiveness to Request for Proposal **15 Points**
   a. Requested information included and thoroughness of response.
   b. Understanding and acceptance of the scope of insurance coverage and services.
   c. Acceptance of the RFP and Contract requirements.
   d. Clarity and conciseness of the response.

2. Economic evaluation of the Proposed Fee Schedule **60 Points**

3. Capability to provide the services requested.
   a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity.
   b. Relevant experience of Proposer.
   c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
   d. Other resources, including total number of employees.
   e. References with contact names and telephone numbers.

25 Points

Total Points **100 Points**

RFP EVALUATION/SELECTION CRITERIAFORM

	Selection Criteria	Points	Score
1.	Responsiveness to Request for Proposal a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of insurance coverage and services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response.	**0-15**	_____
2.	Economic evaluation of the Proposed Fee Schedule	**0-60**	_____
3.	Capability to provide the services requested. a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity. b. Relevant experience of Proposer. c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d. Other resources, including total number of employees. e. References with contact names and telephone numbers.	**0-25**	_____
	Total	**100 Points**	_____

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

_____

_____

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"Property and Casualty Insurance"
(Including Third Party Administration Services)
August 2010

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281-New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-195-09-15-YSI

1. Sealed proposals will be received for **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES),** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("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 proposals are required, with the Proposers 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.: 2010-195-09-15-YSI "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"** and in Hidalgo County's Purchasing Department, 2812 South Highway Business 281, Hidalgo County Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, September 15, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL: RFP NO.: 2010-195-09-15-YSI "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)".** 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 separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

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

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

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

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

10. County reserves the right to accept or reject any or all proposals.

11. Cost are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

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

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

15. DELIVERY INSTRUCTIONS: (If Applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PROPERTY AND CASUALTY INSURANCE (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2808 So. Bus. Hwy 281, New Administration Bldg.
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.,	**September 15, 2010**
Project/Anticipated Award Date:	_____, 20___
Commence Work or Deliver Products	_____, 20___

18. RFP 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 proposers shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a 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. 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.

21. 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.

22. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;

    - Be able to comply with the required or proposed delivery schedule;

    - Have a satisfactory record of performance;

    - Have a satisfactory record of integrity and ethics;

    - Be otherwise qualified and eligible to receive an award.

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

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

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

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

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

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

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

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

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

Proposal
For
HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(INCLUDING THIRD PARTY ADMINISTRATION SERVICES)

RFP NO.: 2010-195-09-15-YSI

August 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned vendor proposes and commits to furnish all labor, equipment, material, software and/or required specification services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work and/or services described in the Requirements within the time stated and for the price rates 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 Invitation to Bid Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

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

Respectfully submitted,

Proposer:_____

Address:_____

_____

By:_____

Printed Name: _____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)
RFP NO.: 2010-195-09-22-YSI

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)

RFP NO.: 2010-195-09-22-YSI

OVERVIEW:
Information provided in these specifications/requirements is to be used only for purposes of proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will received consideration if Hidalgo County, at its sole discretion feels it is in the best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539.**

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

Deliver Submittal to:

RFP No.: 2010-195-09-22-YSI
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2010-195-09-22-YSI
"Property and Casualty Insurance Policies"
(Including Third Party Administration Services)

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, **September 08, 2010**, at 5:00 P.M. at (956) 292-7612 **OR VIA EMAIL TO: yvette.islas@co.hidalgo.tx.us.** Responses will be sent to all applicants via facsimile or email by **Friday, September 10, 2010**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

Any interpretation of the Request for Proposal, if made will be made by Addendum dully issued. A copy of such Addendum will be mailed or delivered via fax or via email to each person receiving the Request for Proposal.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, 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.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

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 firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

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. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for a two (2) year period, January 01, 2011 – December 31, 2013, (24 months), with the County's option to renew for two (2) additional one (1) year terms. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

If the awarded vendor for any reason or for no reason cancels and/or terminates any coverage under any insurance policy awarded or procured on behalf of Hidalgo County by the awarded vendor under this Request for Proposal, the awarded vendor shall remit within ten (10) days to Hidalgo County any portion of the policy premium paid by the Hidalgo County for such canceled or terminated coverage. In calculating the portion of the policy(s) premium to be remitted to Hidalgo County, the amount due Hidalgo County shall be determined by the number of days coverage for the full term of policy(s) as written in such canceled or terminated policy(s) less the number of days actual coverage provided under such policy to Hidalgo County (the "Factor"). The Factor shall be multiplied by the premium paid by Hidalgo County for such policy(s) and the result shall be the amount to be remitted to Hidalgo County. The amount to be remitted to Hidalgo County in the event of any cancellation or termination of coverage shall in no manner limit any other remedies Hidalgo County may exercise in the event of such cancellation or termination of any of such policy(s).

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: A "Committee" will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will present a scoring grid to the Hidalgo County Commissioners' Court for their ranking.

Negotiation Process: The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: **All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

Any contract awarded 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 day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building;
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on September 22, 2010.**

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

PROPERTY, BOILER & MACHINERY

Primary Program Options -	Property, Boiler & Machinery
Limits:	**$196,288,389**
Buildings, Structures, and	$166,705,016
Personal Property – Limit	$ 33,153,313
Sub-Limits:	
Earth Movement	$ 1,000,000
Flood (Excl Zone A)	$ 5,000,000
Newly Acquired Locations	$ 2,000,000
Accounts Receivable	$ 500,000
Valuable Papers	$ 500,000
Demolition Cost	$ 500,000
Increased Cost of Const	$ 500,000
Transit (EDP 50,000)	$ 25,000
Extra Expense	$ 250,000 Per Premises
EDP Equipment (Newly Acquired 1,000,000)	Per Schedule Provided
Media	Per Schedule Provided
Business Interruption	$ 1,000,000
Mobile Equipment – Hidalgo County	Per Schedule Provided
Builders Risk:	$ 50,000
Fine Arts (Blanket 500,000)	Per Location
Equipment Breakdown	$ 50,000,000 Same As Building (In)
Expediting Expense	$ 100,000 Same As Building (In)
Water Damage	$ 100,000 Same As Building (In)
Spoilage	$ 100,000 Same As Building (In)
Hazardous Substances	$ 100,000 Same As Building (In)
Deductible Options:	
All Other Perils	$ 25,000 2% Wind/Hail
Equipment Breakdown	a) $10,000 b) $ 25,000
Headstart	c) $1,000 All Perils
Earth & Quake	$ 100,000 Ded
Policies– All Options/Coverages:	To Be Determined
Payment Terms:	

A. PROPERTY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES
REQUESTED LIMITS

$199,858,329 Blanket over all real property, personal property, business interruption, and extra expense, at scheduled locations.

$1,500,000 Business interruption and extra expense.

Sublimits: See Cover sheet

REQUESTED DEDUCTIBLES

$10,000; $25,000; $50,000 or $100,000 (2% Wind/Hail)
Per occurrence deductible applicable to all County coverage combined.

$25,000 Wind/Hail Head Start

REQUESTED COVERAGE PROVISIONS

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Covered Locations: Please provide coverage on all covered property, regardless of its location. Refer to "Exposure and Rating Information" for a schedule of current locations and values.

Accepted ☐ Declined ☐

Coverage for Property at Unscheduled Locations: Please provide coverage for property at unscheduled locations subject to the "any other location" limit requested in the "Requested Limits" section.

Accepted ☐ Declined ☐

Property in Transit: Please provide coverage on property in transit.

Accepted ☐ Declined ☐

Newly Acquired Locations—Real Property: Please provide 90 days' automatic coverage on newly acquired real property, subject to THE REQUESTED NEWLY ACQUIRED REAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Newly Acquired Locations—Personal Property: Please provide 90 days' automatic coverage on personal property at newly acquired locations, subject to THE REQUESTED NEWLY ACQUIRED LOCATIONS PERSONAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Covered Property: Please include the following as covered property.

Personal property of others

Accepted ☐ Declined ☐

Employees' property

Accepted ☐ Declined ☐

Building glass

Accepted ☐ Declined ☐

Attached signs

Accepted ☐ Declined ☐

Detached signs

Accepted ☐ Declined ☐

Fences

Accepted ☐ Declined ☐

TV and radio antennas

Accepted ☐ Declined ☐

Foundations and other underground property

Accepted ☐ Declined ☐

Retaining walls not part of a building

Accepted ☐ Declined ☐

Land, excavations, grading, filling

Accepted ☐ Declined ☐

Lawns, trees, shrubs, plants

Accepted ☐ Declined ☐

Growing crops

Accepted ☐ Declined ☐

Animals

Accepted ☐ Declined ☐

Tools, dies, patterns, and molds

Accepted ☐ Declined ☐

Fine arts

Accepted ☐ Declined ☐

Jewelry, watches, furs, and silverware

Accepted ☐ Declined ☐

Bullion and precious metals

Accepted ☐ Declined ☐

Money and securities

Accepted ☐ Declined ☐

Dams, dikes, reservoirs, docks, piers, wharfs

Accepted ☐ Declined ☐

Roads, tunnels, bridges

Accepted ☐ Declined ☐

Perils: Please provide all risks coverage that includes each of the following.

Full collapse coverage including collapse resulting from design error and faulty workmanship or materials after completion of construction

Accepted ☐ Declined ☐

Flood coverage, including seepage of water, sewer backup, mudslide, and other water damage

Accepted ☐ Declined ☐

Earth movement coverage, including but not limited to earthquake

Accepted ☐ Declined ☐

Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)

Accepted ☐ Declined ☐

Radioactive contamination, resulting loss only, direct damage

Accepted ☐ Declined ☐

Off-premises utility service interruption—direct damage and time element, including transmission lines

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from mechanical breakdown

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from power failure originating on or off-premises

Accepted ☐ Declined ☐

No Debris Removal Sublimit: Please provide debris removal coverage subject only to the applicable direct damage limit; there should not be a debris removal sublimit.

Accepted ☐ Declined ☐

Coverage for Removal of All Debris: Please amend the debris removal clause to apply to removal of all debris from a covered cause, not just debris of covered property.

Accepted ☐ Declined ☐

Pollutant Cleanup Coverage: Please provide coverage for removal of pollutants from the insured's land or water, provided the release of pollutants is caused by an unexcluded cause of loss.

Accepted ☐ Declined ☐

Yard Property Limit: Please extend coverage to covered property within 1,000 feet of the property boundary of each covered location.

Accepted ☐ Declined ☐

No Protective Safeguards Provision: Please delete any protective safeguards provision contained in your form.

Accepted ☐ Declined ☐

Joint Loss/Loss Adjustment Agreement: Please include a loss adjustment endorsement providing for joint payment with the boiler and machinery insurer of any loss involving both policies.

Accepted ☐ Declined ☐

Valuation: Please provide coverage on a replacement cost basis for all types of property

Accepted ☐ Declined ☐

Valuation of Property of Others: Property of others should be valued at the replacement cost.

Accepted ☐ Declined ☐

Requirement To Rebuild on Same Premises: Please delete any such requirement.

Accepted ☐ Declined ☐

Direct Damage Coinsurance: Please delete the coinsurance provision or suspend it with an agreed value provision.

Accepted ☐ Declined ☐

Multiple Occupancy Business Interruption and Extra Expense Coverage Trigger: Please amend any language in your form that would limit coverage to income or expense loss resulting only from damage to the portion of the premises occupied by the insured. Coverage should also apply to loss resulting from damage to any route within the building that permits access to the insured's premises (such as foyers, hallways, elevators, and stairways). If the 1995 edition of ISO CP 00 10 is used, there is no need for an endorsement.

Accepted ☐ Declined ☐

Combination Business Interruption and Extra Expense Coverage Form: Please provide coverage for both business interruption and extra expense subject to a single limit for both coverages, using a combination business interruption and extra expense coverage form, such as the ISO business income and extra expense coverage form (CP 00 30).

Accepted ☐ Declined ☐

Please provide the following endorsements:

Ninety-Day Notice of Cancellation, Material Policy or Premium Change, or Nonrenewal:

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide copies of all proposed forms and endorsements other than (ISO, AAIS, Texas, other) forms.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

Loss Reports: Please agree to provide ANNUAL that include the following information for each loss: the date of loss, description of loss, amount reserved, deductible amount, and amount paid.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium for each of the requested coverage provisions: _____

Premium Payment Plans: Please provide the details of any available premium payment plans: _____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

Construction and Protection Information: See "Construction and Protection Schedule."

B. BOILER & MACHINERY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Limits:
$50,000,000 Direct damage, per accident
$Included Combined business interruption and extra expense, actual loss sustained coverage

Sublimits:

$100,000 Expediting expense
$100,000 Hazardous substances
$100,000 Spoilage
$100,000 Water damage

Deductibles:

$10,000; $25,000 Deductible per accident, direct damage
24 hours Deductible per accident, time element coverage

REQUESTED COVERAGE PROVISIONS

Newly Acquired Locations: Please provide 90 days' automatic coverage in connection with equipment at newly acquired locations.

Accepted ☐ Declined ☐

"Extended Comprehensive Object" Definition: Please use an extended comprehensive object definition.

Accepted ☐ Declined ☐

Fiber Optic Cable: Please include fiber optic cables as covered objects.

Accepted ☐ Declined ☐

Coverage for Computers: Please include as covered objects computers that are not used to operate or control other covered objects.

Accepted ☐ Declined ☐

Coverage for Medical and Diagnostic Equipment: Please include medical and diagnostic equipment as covered objects.

Accepted ☐ Declined ☐

"Turbine Accident" Definition: Please cover turbines subject to the same accident definition as other covered objects. Neither the explosion accident definition nor the combined accident definition should apply.

Accepted ☐ Declined ☐

In Use/Connected Ready for Use: Please delete any provision in your form that restricts coverage to equipment that is in use or connected and ready for use.

Accepted ☐ Declined ☐

Testing Coverage/Resultant Damage: If your form contains an exclusion of coverage for accidents occurring while an object is undergoing a hydrostatic, pneumatic, or gas pressure test or an insulation breakdown test, please amend it to provide coverage for damage to property other than the object undergoing the test.

Accepted ☐ Declined ☐

Consequential Damage Coverage: Please provide coverage for spoilage of perishable goods resulting from a covered accident.

Accepted ☐ Declined ☐

Utility Interruption Coverage: Please provide coverage for loss (including but not limited to spoilage) resulting from utility service interruption originating off-premises.

Accepted ☐ Declined ☐

Replacement Cost Coverage: Please provide coverage on a replacement cost basis.

Accepted ☐ Declined ☐

Defense Coverage and Supplementary Payments: Please cover defense costs and supplementary payments in addition to the stated limits of insurance.

Accepted ☐ Declined ☐

Ordinary Payroll Coverage: Please include ordinary payroll in the definition of "actual loss."

Accepted ☐ Declined ☐

Suspension of Coinsurance: Please include a suspension of coinsurance endorsement.

Accepted ☐ Declined ☐

Delete Monthly Limitation: Please delete the monthly limitation on extra expense loss recovery, so that the entire requested extra expense limit is immediately available to the insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copies of Forms: Please provide copies of all proposed forms and endorsements.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges for each of the requested coverage provisions:

Premium Payment Plans: Please provide the details of any premium payment plans:

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

PRIMARY PROGRAM OPTIONS

Primary Program Options -

Limits:

GL:	$1,000,000 each occurrence $50,000 SIR $2,000,000 General Aggregate (Annual) $2,000,000 Products/ Completed Operations Annual Aggregate $ 100,000 Fire Damage to Premises
(EBPAL)	$1,000,000 Employee Benefits Liability $50,00 SIR $ 3,000 Aggregate
Auto:	$1,000,000 Combined Single Limits (As per schedule) $ 5,000; 10,000; $25,000 Ded. Comprehensive & Collision
POL: (EPML)	$2,000,000 each claim $2,000,000 Aggregate $100,000 SIR
LEL:	$1,000,000 each claim $1,000,000 Aggregate $100,000 SIR
(EPL)	$2,000,000 Each Wrongful Act $2,000,000 Total Limit $100,000 SIR

*** Deductible/SIR Options:**

GL:	a) $5,000 per occurrence b) $25,000 per occurrence c) $50,000 per occurrence d) $100,000 per occurrence e) $200,000 per occurence f) Headstart: $1,000 per Occurrence
AUTO:	a) $10,000 per occurrence Comp/Coll b) $25,000 per occurrence c) $50,000 per occurrence Liability d) Headstart: $1,000 per Occurrence
POL:	a) $25,000 each claim; b) $50,000 each claim $100,000 Ded.
LEL:	a) $10,000 each claim b) $25,000 each claim c) $50,000 each claim $100,000 Deductible

Policies– All Options/Coverages: To Be Determined

Payment Terms:

Please include the insurer's A.M. Best rating in your proposal.

C. AUTOMOBILE

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Liability Coverage:

$1,000,000: Combined Single Limits

Optional Quote: **Please include Auto Policy With Uninsured Motor's and Personal Injury Protection (PIP) Coverage.**

Physical Damage Coverage:

Coverage should apply to autos as indicated below each type of coverage.

Comprehensive	*1. $5,000.00* Deductible
	2. ACV Less $10,000 Deductible
	3. Optional $25,000 Deductible
Collision	1. $5,000.00 Deductible
	2. ACV Less $10,000 Deductible
	3. Optional $25,000 Deductible

Coverage should apply to autos as indicated for each type of coverage.

REQUESTED COVERAGE PROVISIONS

Note: This section includes requested endorsements, both standard Insurance Services Office, Inc. (ISO), forms and manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Effective Date: January 1, 2011 to January 1, 2013

Named Insured: The named insured should read as follows: Hidalgo County

Accepted ☐ Declined ☐

Coverage Form: Please quote coverage at least as broad as the ISO business auto policy form (CA 00 01). If you are using this standard form with an edition date prior to December 1990, include coverage for "covered pollution cost or expense."

Accepted ☐ Declined ☐

Additional Insured–Lessor Endorsement (CA 20 01): Leased vehicles for which we are required by lease to purchase direct primary insurance for the lessor include vehicle numbers _____, on the schedule. The lessors are: _____

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please delete the fellow employee exclusion to include coverage for executive officers.

Accepted ☐ Declined ☐

Please include the following endorsements:

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Pollution Liability—Broadened Coverage for Covered Autos Endorsement (CA 99 48): Please quote a separate premium for adding this endorsement.

Accepted ☐ Declined ☐

Alternatively, please provide a quotation for removal of exclusion 11 (pollution) entirely.

Accepted ☐ Declined ☐

Ninety-Day Notice of Cancellation, Material Policy/Premium Change or Nonrenewal Endorsement.:

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy and any endorsements, if coverage will not be written on the ISO business auto policy form, CA 00 01, with an edition date of December 1990 or later.

Accepted ☐ Declined ☐

Loss Runs: Please provide us with Quarterly reports of losses.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Computation Information: Please include the details of all premium computations:_____

Premium Payment Plan: Please provide the details of any available premium payment plans:_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting information.

Vehicle Classification: All vehicles should be classified as outlined in the attached Vehicle Schedule.

Hired and Nonowned Auto Liability: The total number of employees at all our locations is 3,330 .The majority of our employees do not regularly drive their own autos on company business.

This coverage should be based on a minimum premium since there is little use of rented vehicles.

Loss Control Programs: Per Attached

Loss History: Refer to attached LOSS SUMMARIES, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

Vehicle Schedule – Per Attached.

D. GENERAL LIABILITY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

$1,000,000 Bodily injury and property damage, per occurrence

$2,000,000 Products/completed operations aggregate limit

$2,000,000 General aggregate limit (other than products/completed operations)

$100,000 Fire damage limit, any one fire

$1,000,000 Employee benefits liability coverage/$3,000,000 Aggregate

$1,000,000 Law Enforcement Liability/$1,000,000 Aggregate

REQUESTED SIR OPTIONS OF;

1. None
2. $5,000
3. $10,000
4. $25,000
5. $50,000

Unlimited General Aggregate Limit: It is preferred that coverage be written without a general aggregate limit applying to bodily injury and property damage liability. A $5 million (or higher) personal injury liability aggregate may be used in conjunction with this approach.

Accepted ☐ Declined ☐

If an unlimited general aggregate is unavailable, please modify the general aggregate to apply separately to each project or location.

Accepted ☐ Declined ☐

- **Fire Legal Liability**: As an option, please quote a fire damage limit of $250,000.

REQUESTED COVERAGE PROVISIONS

This section includes requested manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **Hidalgo County**

Accepted ☐ Declined ☐

Broad Form Named Insured Endorsement: Please include the manuscript broad form named insured endorsement included with this submission.

Accepted ☐ Declined ☐

Occurrence Coverage: Please quote occurrence (rather than claims-made) coverage.

Accepted ☐ Declined ☐

Coverage Form: Coverage should be at least as broad as those provided by the ISO commercial general liability policy form (CG 00 01).

Accepted ☐ Declined ☐

Contractual Liability Coverage for False Arrest: Please amend Coverage B exclusion a.(4) by attaching ISO endorsement CG 22 74 to provide coverage for contractual assumption of liability arising out of false arrest, detention, or imprisonment.

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please amend the fellow employee exclusion to include coverage for supervisory personnel, using the following endorsement.

Additional Persons Insured—Employee
Bodily Injury to Another Employee Endorsement

It is agreed that exclusion 2.a.(1) of the "Who Is an Insured" section of the commercial General Liability Policy does not apply with respect to "bodily injury" to another employee for claims made or suits brought against such employees as are herein designated while acting within the scope of their duties as such.

(List Individuals or Positions)

Accepted ☐ Declined ☐

Employee Benefits Liability: Please provide occurrence coverage.

Accepted ☐ Declined ☐

Automatic Additional Insureds: Please provide an endorsement to the effect that all entities/ individuals are additional insureds if required under the terms of a written contract.

Accepted ☐ Declined ☐

Unintentional Errors and Omissions Endorsement

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission was not intentional.

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The Duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Blanket Waiver of Subrogation Endorsement

The policy is amended to include the following:

If is further agreed that where required by contract, with respect to such insurance as is afforded by this policy, the Company waives any right of subrogation it may acquire against any party(ies) of such contract by reason of any payment made under this policy.

Accepted ☐ Declined ☐

Clarification of Punitive Damages Endorsement

This policy covers punitive damages unless barred by a specific state statute or a court of law.

Accepted ☐ Declined ☐

Cancellation Notice: Please lengthen the cancellation notice requirement to 90 days, per endorsement CG 02 24 (earlier notice of cancellation).

Accepted ☐ Declined ☐

Pollution Exclusion: The pollution exclusion should be no broader than that contained in ISO form CG 00 01.

Accepted ☐ Declined ☐

Pollution Coverage: Please quote coverage for sudden and accidental pollution liability, per endorsement CG 04 22.

Accepted ☐ Declined ☐

Elected or Appointed Officers as Additional Insureds: Please modify the "Who Is an Insured" provision to include the following while acting on behalf of the named insured: elected or appointed officers, bail bond board, district judges and members of boards, commissions, or agencies (CG 20 25).

Accepted ☐ Declined ☐

Coverage for Volunteers: Please amend the "Who Is an Insured" provision to include volunteer workers as employees (CG 20 21, additional insured—volunteers).

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a copy of the policy form and any endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy form and any endorsements, if coverage will not be written on the ISO commercial general liability policy form CG 00 01.

Accepted ☐ Declined ☐

Loss Runs: Please provide Quarterly general liability loss reports that contain the following information: amounts paid, reserved, and recovered BY DIVISION, SUBSIDIARY, DEPARTMENT, LOCATION, SUPERVISOR, OTHER.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Computation Information: Please provide full details of the premium computation: _____

Premium Payment Plan: Please provide the details of any available premium payment plans: _____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting Information.

Employee Benefits Liability: The total number of employees is 3330 (refer to page 22).

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

E. REQUESTED COVERAGES, LIMITS, AND SIR

$1,000,000 Law enforcement officers errors and omissions liability Each Claim
$1,000,000 Annual aggregate

Need options of $50,000 and $100,000 in punitive or exemplary damages for the limits specified.

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds:

Individual law enforcement officers and employees of the Sheriff's Department. This coverage should apply to individuals who now are, will be, or were with the Sheriff's Department.

Accepted ☐ Declined ☐

Public officials and employees of the County while in furtherance of the pursuits of the Sheriff's Department.

Accepted ☐ Declined ☐

Volunteer and part-time workers in the Sheriff's Department.

Accepted ☐ Declined ☐

Heirs, estates, executors administrators, legal representatives, and assigns of all the above in the event of death, bankruptcy or incompetency.

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Mutual Law Enforcement Agreement: Please provide coverage for liability assumed in any mutual law enforcement agreements.

Accepted ☐ Declined ☐

"Moonlighting" Coverage: Please include coverage for Law Enforcement Officers while "moonlighting."

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Covered Perils: Please provide coverage for liability claims arising from the following.

False arrest, detention, or imprisonment

Accepted ☐ Declined ☐

Malicious prosecution

Accepted ☐ Declined ☐

Wrongful entry, eviction, or other invasion of the right of private occupancy

Accepted ☐ Declined ☐

Discrimination (as respects noninsureds)

Accepted ☐ Declined ☐

Humiliation

Accepted ☐ Declined ☐

Libel, slander, entrance in violation of the right of privacy

Accepted ☐ Declined ☐

Assault and battery

Accepted ☐ Declined ☐

First aid E&O

Accepted ☐ Declined ☐

False or improper service of process

Accepted ☐ Declined ☐

Violation of property rights

Accepted ☐ Declined ☐

Violation of civil rights

Accepted ☐ Declined ☐

Alleged criminal acts

Accepted ☐ Declined ☐

Delete Exclusions: Please agree to delete any of the following exclusions if contained in your form.

Damages for violation of civil rights

Accepted ☐ Declined ☐

Bodily injury while in custody of an officer

Accepted ☐ Declined ☐

Bodily injury while in jail (e.g., jail fires)

Accepted ☐ Declined ☐

Damage to tangible property

Accepted ☐ Declined ☐

Misuse of a motor vehicle

Accepted ☐ Declined ☐

Care, custody, and control of property of others

Accepted ☐ Declined ☐

Intentional acts

Accepted ☐ Declined ☐

Delete Products Liability Exclusion: Please delete this exclusion if contained in your form.

Accepted ☐ Declined ☐

Modify Products Liability Exclusion: If your form's products liability exclusion cannot be deleted, please modify it so that it clearly does not apply to claims relating to the negligent use of equipment or instruments intended as law enforcement aids.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the Law Enforcement Department, County, Risk Manager of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against insureds and outline their experience handling suits of this type.

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges (if any) for each of the requested coverage provisions, such as prior acts coverage, "moonlighting" coverage, etc.: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan: _____

EXPOSURE AND RATING INFORMATION

Refer to enclosed Law Enforcement Liability Underwriting Information.

F. PUBLIC OFFICIALS LIABILITY

REQUESTED COVERAGES, LIMITS, AND SIR

$50,000.00; $100,000 In Punitive or Exemplary Damages with limit as specified.
$2,000,000 Per Occurrence Public officials errors and omissions liability
$2,000,000 Annual aggregate

****Please endorse to the policy, Bail Bond Board and District Judges**.**

REQUESTED COVERAGE PROVISIONS

Requested Effective Date: January 1, 2011 to January 1, 2013

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds: Please include the following as insureds.

Individuals who now are, will be, or were elected or appointed public officials, district judges of the County.

Accepted ☐ Declined ☐

All boards including bail bond board, commissions, and other departments within the named insured's budget

Accepted ☐ Declined ☐

Employees (including part-time employees)

Accepted ☐ Declined ☐

Volunteers

Accepted ☐ Declined ☐

Heirs, estates, executors, administrators, legal representatives, and assigns of all of the above in the event of death, bankruptcy, or incompetency

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Definition of "Wrongful Act": Please include the following definition of wrongful act.

> Liability arising from actual or alleged negligence, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured.

Accepted ☐ Declined ☐

Violation of Civil Rights Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Delete Professional Liability Exclusions: Please agree to delete any exclusions of claims against employed attorneys, architects, medical personnel, engineers, etc., acting within the scope of their professional duties.

Accepted ☐ Declined ☐

Defense of Injunctive Relief Claims: Please provide defense coverage for injunctive relief (nonmonetary damage) claims.

Accepted ☐ Declined ☐

Faulty Preparation of Bid Specifications Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Failure To Maintain Insurance Exclusion: Please delete any such exclusion. We are willing to provide a schedule of insurance and report any material changes in the schedule to the insurer.

Accepted ☐ Declined ☐

Insured versus Insured Claims: Please include coverage for suits by one insured against another.

Accepted ☐ Declined ☐

Intentional Acts: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Consent To Settle: Please include a "consent to settlement" provision specifying that claims may be settled by the insurer only with consent of the insured.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the County Judge, or Risk Pool Coordinator of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against Insureds and outline their experience handling suits of this type. _____

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges for each of the requested coverage provisions, including the premium charge (if any) for prior acts coverage: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan: _____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, UNDERWRITING INFORMATION SUMMARY GOVERNMENTAL SUPPLEMENT, OTHER.

G. ADDITIONAL COVERAGES

DIFFERENCE IN CONDITIONS

Hidalgo County is seeking a proposal for premises liability, automobile liability and difference in limits and conditions for business operations conducted in Mexico with the following limits:

Commercial General Liability:
- $ 1,000,000 Each Occurrence
- $ 1,000,000 Products/Completed Operations Aggregate
- $ 1,000,000 Personal & Advertising Injury Aggregate
- $ 1,000,000 Premises Damage Limit (Each Occurrence)
- $ 10,000 Medical Expense Limit (Each One Person)

Contingent Automobile Liability:
- $ 1,000,000 Each Accident

Hired Auto Physical Damage:
- $ 25,000 Each Claim
- $ 25,000 Annual Aggregate

Cargo: $ 100,000 Personal Property in Transit

MEXICO COVERAGE

According to the schedule of vehicles, Hidalgo County is requesting bids for Mexican insurance in accordance to Mexican law: **(See information under "Exhibits")**

$ 300,000 CSL
$ 25,000 Medical Payments
$ 500 Ded. Collision
$ 1,000 Theft, Vandalism, Fire

UNDERGROUND STORAGE TANK LIABILITY:

Hidalgo County is seeking a proposal for "Underground Storage Tank Liability Coverage as follow:

Limits of Liability:

a.) $ 2,000.000 Per Storage Tank Incident Limit (USTs)

$ 2,000.000 Per Storage Tank Incident Limit (ASTs)

b.) $ 2,000.000 Aggregate Limit (USTs)

$ 2,000.000 Aggregate Limit (ASTs)

$ 4,000.000 Aggregate Total Limit (UST & ASTs-exclusive of Legal Defense)

c.) $ 2,000.000 Aggregate Legal Defense Expense Limit

Deductible:

$ 5,000.00 Per Claim or Corrective Action Cost

MEDICAL MALPRACTICE LIABILITY:

Hidalgo County is seeking a proposal for "Medical Malpractice Liability as follow:

Limits of Liability-Coverage A-Professional Liability
a.) $ 1,000,000 Each Claim
$ 3,000,000 Aggregate

Deductible:
$ 25,000 Each Claim or Occurrence

CRIME POLICY LIMITS

Hidalgo County is seeking a proposal for "Crime Policy Liability as follow:

Limits of Insurance and Deductibles

Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence	
$ 500,000	$ 10,000	Employee Theft-Per Loss Coverage
$ 500.000	$ 10,000	Forgery Or Alteration
$ 500,000	$ 10,000	Inside The Premises-Theft Of Money And Securities
$ 500,000	$ 10,000	Inside The Premises-Robbery Or Safe Burglary Of Other Property
$ 500,000	$ 10,000	Outside The premises
$ 500,000	$ 10,000	Computer Fraud

ERRORS AND OMISSIONS – DISTRICT CLERK LIMITS

Hidalgo County is seeking a proposal for "Errors And Omissions" For District Clerk as follow:

Limit Of Insurance	Deductible	
$ 700,000	$ 1,000	District Clerk – Each and every claim and in the aggregate including cost and expense
$ 500,000	$ 1,500	County Clerk – Each and every claim and in the aggregate including cost and expense

OPTIONAL: ***Please submit a proposal for "Errors And Omissions" For County Clerk.***

FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County desires specific Flood Insurance policies for various property per the schedule provided. The County will consider policies by location on a per building basis and reserves the right to purchase all, part or none of the coverage.

Exact Name of Insurer (not company group or wholesaler)

_____

Company's General Policyholder's Rating and Financial rating as published by A.M. Best.

_____

Deviations from Specifications

Please describe coverage deviations, restriction, and modifications, not outlines in your answers above or provided and other information you feel is appropriate and will clarify the proposal of benefit Hidalgo County.

Building	Contents	Deductible
$500,000.00	$500,000.00	$1,000.00

EXCESS FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County requests Excess Flood Insurance to insure its property locations. The County is considering coverage and reserves the right to forgo its purchase. This particular part of the proposal must be submitted as a separate option and listed as "Option 2".

Limit: $5,000,000.00 in Excess of NFIP Maximum Building and Contents

Limit: $5,000,000.00 in Excess of $1,000,000.00

Valuation: Replacement Cost

See attached Property Schedule

Limit: _____

Annual Premium: _____

Valuation Basis: _____

ACV will be considered.

Exact name of Insurer (not company group or wholesaler)

_____

Company's General Policyholder's Rating and Financial Rating as published by A.M. Best.

_____

Deviations from Specifications

Please describe coverage deviations, restrictions, and modifications, not outlined in your answers above or provided any other information you feel is appropriate and will clarify the proposal or benefit Hidalgo County.

ADDITIONAL SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

AI-22621 **24.A.10.**

Status Report - Hurricane Alex

CC REGULAR

Date:	08/24/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Purchasing Department

Information

CAPTION

Discussion and action in connection with Hurricane Alex related flooding and/or damage including, but not limited to, the following:
a. Approval of a plan of action from recommendation/strategies/information/reports provided by both BDR & AshBritt on how best to approach the task of debris removal while addressing:
1. When and Where to start;
2. Identifying the affected areas, whether incorporated or unincorporated;
3. Use of County forces only; County forces with Contractor; or, Contractor only;
4. Public Notice for placement of debris on the Right of Way;
5. Time lines;
b. Approval of Notice to Proceed to AshBritt for Debris Removal Services;
c. Monitoring services coordination between AshBritt & BDR;
d. Fiscal impact related to assistance to cities participating in the LRGVDC Mutual Aid Agreement;
e. Approval of individual Mutual Aid and/or Interlocal Agreements with requesting Cities/Municipalities;
f. Designation /appointment of Point or Points of contacts for contractors:Ashbritt and BDR;
g. Other related issues

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2010 10:19 AM	APRV
2	Auditor's Office	Linda Fong	08/20/2010 04:39 PM	APRV
3	Purchasing Department	Marty Salazar	08/20/2010 04:44 PM	APRV

Form Started By: Monica Badillo — Started On: 08/20/2010 10:07 AM

Final Approval Date: 08/20/2010

AI-22635 **24.A.11.**

Old Administration Building Renovations -Fire Sprinkler Work

CC REGULAR

Date:	08/24/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Acceptance and approval of the proposal received from Firetrol Protection Systems, Inc. through Contract TXMAS-6-03FAC020 in the amount of $2,970.00 for "Replacement inoperable 3 inch OS & Y Valve at 3rd floor" in connection to Old Administration Building Renovations and as recommended by Richard Sunday, Facilities Management.

b. Requesting acceptance of corrected previously approved proposal (07/13/10, AI-21938.c) received from Firetrol Protection Systems in the amount of $13,369.29 for "Replacement of Fire Alarm Control Panel, Two (2) Annunciators and Five (5) Zone Card readers".

BACKGROUND

Item b.
Original accepted proposal was: $16,493.82, the corrected proposal is for: $13,369.29. Price difference is of -(3,124.53).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

b. $16,493.82 available funging as of 08/20/10 in P.O. # 642928

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

a. available funds in CO,2006-ADM BLDG-100 E CANO-BLDG ADD & RENOVATIONS, As of 08/20/10. rc

Attachments

Link: Firetrol Proposal

Link: Corrected Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2010 04:43 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 04:47 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2010 05:12 PM	APRV
4	Auditor's Office		08/20/2010 05:29 PM	PEND

Form Started By: Moises Salazar Started On: 08/20/2010 02:41 PM

Final Approval Date: 08/20/2010

FIRETROL
Protection Systems

Fire Protection Quotation

TX Contractor's License #ACR-2034/SCR-0292 Date: 7/29/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for Fire Sprinkler work for 3RD Floor – Replace 3"OS&Y Valve that is inoperable

Part I: SCOPE OF WORK: Firetrol will deliver 3" OS&Y valve and drain down fire sprinkler system, demo existing 3" valve and replace with new valve, then refill system and verify proper installation and test device for accuracy.

Breakdown: Category 561-002 Scope FIRE SUPPRESSION

GSA Parts Rate	VA OS&Y FLGD #300 3 FPS-4050F30030 List $771.1524/page 4 attached	$ 578.36
GSA Labor Rate	"Fabrication/Delivery"(travel time) Standard at $75.00/4 hours per way-8	$ 600.00
GSA Labor Rate	"GSA Mix Rate"(sprinkler) Standard at $112.00/ 16 hours	$1,792.00

*see attachment 1 for GSA parts pricing schedule
*see attachment 2 for GSA price labor schedule as noted
*see attachment 3 for Standard Firetrol terms and Conditions

Subtotal Cost $2,970.36

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours / Additional movement of sprinkler heads not listed in Attachment 2 or additional required for move/relocate / Any additional requirements by the AHJ (Authority Having Jurisdiction) / Permit costs / Design fees / Additional Service labor to repair if parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me.

ACCEPTED BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____
P.O. # _____

Best Regards.

Larry Appel
Inspection/Service Sales

Attachment (1)

VALVES				
Units	Description	Part Number	List	GSA Price

Units	Description	Part Number	List	GSA Price
EA	VA CHECK SHOTGUN #90 CEN 2 1/2	FPS- 4045000C25	240.5208	$ 180.39
EA	VA CHECK SHOTGUN #90 CEN 3	FPS- 4045000C30	240.5208	$ 180.39
EA	VA CHECK SHOTGUN #90 CEN 4	FPS- 4045000C40	191.7504	$ 143.81
EA	VA CHECK SHOTGUN #90 CEN 6	FPS- 4045000C60	399.7188	$ 299.79
EA	VA CHECK SHOTGUN 590FR CEN 2%	FPS- 4045900C25	268.2912	$ 201.22
EA	VA CHECK SHOTGUN 590FR CEN 3	FPS- 4045900C30	240.5208	$ 180.39
EA	VA CHECK SHOTGUN 590FR CEN 4	FPS- 4045900C40	214.1484	$ 160.61
EA	VA CHECK SHOTGUN 590FR CEN 6	FPS- 4045900C60	427.1304	$ 320.35
EA	VA CHECK SHOTGUN 590FR CEN 8	FPS- 4045900C80	812.7948	$ 609.60
EA	VA CHECK SG #590FR TRIM 2%-3	FPS- 404590FC23	146.6316	$ 109.97
EA	VA RISER-CHECK REL MOD G 2 1/2	FPS- 4045R00C25	191.7504	$ 143.81
EA	VA RISER CHECK REL MOD G 3	FPS- 4045R00C30	191.7504	$ 143.81
EA	VA CHECK FG EASY RISER VIK 4	FPS- 404EFGVK40	265.4724	$ 199.10
EA	VA CHECK FG EASY RISER VIK 6	FPS- 404EFGVK60	516.4896	$ 387.37
EA	VA CHECK GG EASY RISER VIK 3	FPS- 404EGGVK30	257.7468	$ 193.31
EA	VA CHECK GG EASY RISER VIK 4	FPS- 404EGGVK40	257.7468	$ 193.31
EA	VA CHECK GG EASY RISER VIK 6	FPS- 404EGGVK60	199.9032	$ 149.93
EA	VA PRV 4036 IL W/MSA 2 1/2 GIA	FPS- 404GPRVL25	743.4024	$ 557.55
EA	VA BALL #80 SW UB 1/2	FPS- 404S00UB05	8.6484	$ 6.49
EA	VA BALL #80 SW UB 3/4	FPS- 404S00UB07	22.4088	$ 16.81
EA	VA BALL #80 SW UB 1	FPS- 404S00UB10	10.2348	$ 7.68
EA	VA BALL #80 SW UB 2	FPS- 404S00UB20	80.1636	$ 60.12
EA	VA CHECK SOFT SEAT VIK 1/2	FPS- 404SOFT005	69.5712	$ 52.18
EA	VA PRV ANG WILKINS Z3004 2 1/2	FPS- 404WPRVA25	957.2928	$ 717.97
EA	VA PRV WILKINS Z30041LT 2 1/2	FPS- 404WPRVL25	960.498	$ 720.37
EA	VA PRV STR WILKINS Z3004 2 1/2	FPS- 404WPRVS25	1092.678	$ 819.51
EA	VA CHECK #50 UB 1 1/2	FPS- 4050000B15	100.0428	$ 75.03
EA	VA CHECK #A140T M * F RB 4	FPS- 4050000S40	54.162	$ 40.62
EA	VA CHECK TODD 1 1/2	FPS- 4050000T15	55.8756	$ 41.91
EA	VA CHECK #717R VIC 2 1/2	FPS- 4050000V25	128.6352	$ 96.48
EA	VA CHECK #717R VIC 4	FPS- 4050000V40	204.1908	$ 153.14
EA	VA CHECK #717R VIC 6	FPS- 4050000V60	341.4432	$ 256.08
EA	VA CHECK #717R VIC 8	FPS- 4050000V80	641.7252	$ 481.29
EA	VA OS&Y SCRD U.B. #18 1	FPS- 405000UB10	102.0372	$ 76.53
EA	VA OS&Y SCRD U.B. #18 1 1/4	FPS- 405000UB11	159.8652	$ 119.90
EA	VA OS&Y SCRD U.B. #18 1 1/4	FPS- 405000UB12	122.5848	$ 91.94
EA	VA OS&Y SCRD U.B. #18 1 1/2	FPS- 405000UB15	155.6688	$ 116.75
EA	VA OS&Y SCRD U.B. #18 2	FPS- 405000UB20	198.6696	$ 149.00
EA	VA CHECK GRV EXTRA HEAVY 2 1/2	FPS- 40500EH025	390.0672	$ 292.55
EA	VA CHECK GRV EXTRA HEAVY 3	FPS- 40500EH030	460.9752	$ 345.73
EA	VA CHECK GRV EXTRA HEAVY 4	FPS- 40500EH040	156.7524	$ 117.56
EA	VA CHECK GRV EXTRA HEAVY 6	FPS- 40500EH060	327.5412	$ 245.66
EA	VA CHECK GRV EXTRA HEAVY 8	FPS- 40500EH080	1314.0552	$ 985.54
EA	VA CHECK GRV EXTRA HEAVY 10	FPS- 40500EH0A0	3802.6512	$ 2,851.99
EA	VA OS&Y FLDG CTRL 2 1/2	FPS- 4050F00C25	257.7396	$ 193.30
EA	VA OS&Y FLGD CTRL 3	FPS- 4050F00C30	272.5116	$ 204.38
EA	VA OS&Y FLGD CTRL 4	FPS- 4050F00C40	442.7832	$ 332.09
EA	VA OS&Y FLGD CTRL 6	FPS- 4050F00C60	599.7132	$ 449.78
EA	VA OS&Y FLGD CTRL 8	FPS- 4050F00C80	725.3856	$ 544.04
EA	VA GATE FLG F-607-RW NIBCO 2%	FPS- 4050F00N25	228.8136	$ 171.61
EA	VA GATE FLG F-607-RW NIBCO 3	FPS- 4050F00N30	336.492	$ 252.37
EA	VA OS&Y FLG F-607-RW NIBCO 4	FPS- 4050F00N40	463.4784	$ 347.61
EA	VA GATE FLG F-607-RW NIBCO 6	FPS- 4050F00N60	578.394	$ 433.80
EA	VA GATE FLG F-607-RW NIBCO 8	FPS- 4050F00N80	1193.5332	$ 895.15
EA	VA OS&Y FLGD #300 2 1/2	FPS- 4050F30025	690.5844	$ 517.94
EA	VA OS&Y FLGD #300 3	FPS- 4050F30030	771.1524	$ 578.36
EA	VA OS&Y FLGD #300 4	FPS- 4050F30040	1047.3912	$ 785.54
EA	VA OS&Y FLGD #300 6	FPS- 4050F30060	1772.5092	$ 1,329.38
EA	VA OS&Y FLGD #300 8	FPS- 4050F30080	3050.0916	$ 2,287.57
EA	VA OS&Y FLGD #300 10	FPS- 4050F300A0	4649.9544	$ 3,487.47
EA	VA OS&Y FLG NIBCO F667-0 2	FPS- 4050FA0N20	746.4444	$ 559.83
EA	VA OS&Y FLG F-667-0 NIBC 2 1/2	FPS- 4050FA0N25	289.0992	$ 216.82
EA	VA OS&Y FLG F-667-0 NIBCO 3	FPS- 4050FA0N30	336.492	$ 252.37
EA	VA OS&Y FLG F-667-0 NIBCO 4	FPS- 4050FA0N40	393.3648	$ 295.02
EA	VA OS&Y FLG F-667-0 NIBCO 6	FPS- 4050FA0N60	599.5248	$ 449.64
EA	VA OS&Y FLG F-667-0 NIBCO 8	FPS- 4050FA0N80	288.1512	$ 216.11
EA	VA OS&Y FLGD CLOW F-6136 2 1/2	FPS- 4050FCON25	277.2504	$ 207.94
EA	VA OS&Y FLGD CLOW F-6136 3	FPS- 4050FCON30	317.5344	$ 238.15
EA	VA OS&Y FLGD CLOW F-6136 4	FPS- 4050FCON40	426.54	$ 319.91
EA	VA OS&Y FLGD CLOW F-6136 6	FPS- 4050FCON60	567.6756	$ 425.76
EA	VA OS&Y FLGD CLOW F-6136 8	FPS- 4050FCON80	876.7752	$ 657.58
EA	VA OS&Y GATE UL/FM 5	FPS- 4050GUL050	1376.6604	$ 1,032.50
EA	VA DELUGE REL 2 1/2	FPS- 405D000R25	988.1496	$ 741.11
EA	VA DELUGE VIKING E-1 6	FPS- 405D0E1K60	2664.81	$ 1,998.61
EA	VA DET CHECK FLGD 1	FPS- 405DF00010	564.2016	$ 423.15
EA	VA DET CHECK FLGD 4	FPS- 405DF00040	752.7396	$ 564.55
EA	VA DET CHECK FLGD 6	FPS- 405DF00060	1121.0496	$ 840.79
EA	VA DET CHECK FLGD 8	FPS- 405DF00080	1779.4128	$ 1,334.56

Attachment (2)

Contract #GS-06F-0063S

GSA Labor Rates for GS-06F-0063S
Submitted by Firetrol

		Hourly GSA Approved Rates		
Scope	Position/Title	Standard	Premium	Double-time
Fire Alarm	System Programmer	$ 131.00	$ 167.00	$ 179.00
Fire Alarm	Inside Wireman	$ 122.00	$ 154.00	$ 170.00
Fire Alarm	GSA Mix Rate	$ 115.00	$ 157.00	$ 172.00
Fire Alarm	Designer/Engineer	$ 90.00	$ 135.00	$ 150.00
Fire Alarm	Project Manager	$ 100.00	$ 150.00	$ 175.00
Fire Alarm	Shop/Delivery	$ 75.00	$ 112.50	$ 130.00
Fire Alarm	Small Tools/Truck*	n/a	n/a	n/a
Fire Suppression	General Foreman	$ 120.00	$ 149.00	$ 179.00
Fire Suppression	Foreman	$ 115.00	$ 143.00	$ 170.00
Fire Suppression	Journeyman	$ 110.00	$ 135.00	$ 160.00
→ Fire Suppression	Total GSA Mix Rate	$ 112.00	$ 144.00	$ 165.00
Fire Suppression	Designer/Engineer	$ 90.00	$ 135.00	$ 172.00
Fire Suppression	Project Manager	$ 100.00	$ 150.00	$ 175.00
→ Fire Suppression	Fabrication/Delivery	$ 75.00	$ 112.50	$ 130.00
Fire Suppression	Small Tools/Truck*	n/a	n/a	n/a

Note:
A 3-hour minimum charge (plus travel) applies to all normal working hours service calls
A 4-hour minimum charge (plus travel) applies to all premium working hours service calls
** When applicable (service/repair)*

FIRETROL
Protection Systems

Fire Protection Quotation

TX Contractor's License #ACR-2034 Date: 7/12/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for Fire Alarm Repair in Hidalgo County Old Admin Bldg

Part I: SCOPE OF WORK: Firetrol Protection Systems, Inc. will demo the following like equipment that is inoperable and replace with the following parts listed below – all parts/items listed are listed and approved parts under Notifier GSA pricing on attached datasheet and are available under Firetrol GSA contract-but to facilitate TXMAS schedule the pricing is reduced a further 37%. Only one item below #3 marked with an "*" is not on any GSA schedule but is reduced per TXMAS so that all parts/incidental items do not reflect more than 40% of total cost. Parts listed as "best value, open market"/incidental reflect 39.8% of total contract price thereby allowing for these items as considered "incidental".

Breakdown: Category 561-001 Scope FIRE ALARM

**************All below items are NIGP coded as 340-16*********************

All items below are considered "open market, best value" and are off contract and represent 39.8% of total

1-Qty 1 NFS-320 FACP Panel, 120VAC, Black List $2,557.00/GSA Price $1,597.32 (Addendum 2 page 18)
Less an additional 37% off to adhere to TXMAS "open market-incidental" items-$1,006.31
2-Qty 2 N-ANN-80 Annunciator List $323.00/GSA Price $201.77 – Ext Price $403.54(Add2 page 17)
Less an additional 37% off to adhere to TXMAS "open market-incidental" items-$254.23
***3-Qty 1 UDACT Communicator Transmitter List $584.00/Best value open market (25%off list) Price $438.00**
Less an additional 37% off to adhere to TXMAS "open market-incidental" items-$275.94
4-Qty 12 XP6-MA Transponder List $628.00/GSA Price $392.30- Ext price $4707.60(Add 2 page 39)
Less an additional 37% off to adhere to TXMAS "open market-incidental" items-$2,965.41
5-Qty 5 BB-25 Cabinets List $158.00/GSA Price $98.70-Ext Price $493.50(Add 2 page 12)
Less an additional 37% off to adhere to TXMAS "open market-incidental" items-$310.59
6-Qty 5 CH-6 Chassis List $46.00/GSA Price $28.11-Ext Price $140.55(Add 2 page 13)
Less an additional 37% off to adhere to TXMAS "open market-incidental" items-$88.55
7-Qty 11 FRM-1 Relay Module List $103.00/List $60.21-Ext Price $662.31(Add 2 page 28)
Less an additional 37% off to adhere to TXMAS "open market-incidental" items-$417.26
****

GSA Premium Labor Rate	**"GSA Inside Wireman"(fire alarm) Standard at $154.00/12 hours**		**$1,848.00**
GSA Premium Labor Rate	**"GSA System Programmer"(fire alarm) Standard at $167.00/**	**4 hours**	**$668.00**
GSA Premium Labor Rate	**"GSA Designer Engineer"(fire alarm) Standard at $135.00/**	**4 hours**	**$540.00**
GSA Premium Labor Rate	**"GSA Project Manager"(fire alarm) Standard at $150.00/**	**6 hours**	**$900.00**

Subtotal Cost $13,369.29

(Percentage breakdown 39.8% off contract, negotiated "incidental" and 60.2% GSA labor charges)

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours -Approved /
/ Any additional requirements by the AHJ (Authority Having Jurisdiction) /
Permit costs / Service labor to repair if parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me. The standard Firetrol terms and conditions page is attached to this bid for services.

ACCEPTED BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____
P.O. # _____

Best Regards.

Larry Appel
Inspection/Service
Sales

AI-22593 **24.B.1.**

Professional Engineering Construction Materials Testing Services-Pct. 1
CC REGULAR

Date:	08/24/2010
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 exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service/engineering;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Materials Testing Service Engineers in connection with Construction Materials Testing Services required for Precinct No. 1 Project(s) on an as needed basis;

1. L & G Engineering Laboratory-Ave. Score-93-Rank _____;

2. Millenium Engineering Group-Ave. Score-86- Rank _____;

3. Professional Engineering Services-Ave. Score-85-Rank _____.

c. Authority for the Purchasing Department to negotiate a Professional Construction Materials Testing Services Contract with the No. 1 ranked firm of _____ for the provision of Construction Materials Testing Services for Precinct No. 1 Project(s) on an as needed basis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** to be determined

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

BUDGETARY IMPACT:

Funding source(s) to be determined once contract negotiations are completed with selected engineer, projects are identified by user department (Pct. 1), and execution of contract gets approved by CC.

Attachments

Link: SCORING GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2010 10:55 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 11:21 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/20/2010 03:02 PM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:40 PM	APRV

Form Started By: Vangie Garcia Started On: 08/18/2010 05:10 PM

Final Approval Date: 08/20/2010

HIDALGO COUNTY PRECINCT NO. 1 PROJECTS

Engineering Construction Material Testing Services

Scoring & Evaluation GRID

Engineering Construction Materials Testing Services

Total Scores	L&G Engineering Laboratory	Millenium Engineers Group (MEG)	Professional Engineering Services (PSI)
Scores	97	93	90
	85	70	71
	98	96	94
RANKING	93	86	85

*SCORING & EVALUATION COMPLETED BY PCT NO 1

AI-22636 **24.B.2.**

Recommendation to Cease Negotiations & Re-select Architect
CC REGULAR

Date:	08/24/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Recommendation that negotiations with architectural firm of Alcocer Garcia Associates, Inc. (AGA) cease due to the time lapse (since original ranking approved in 2007) and restart process in connection with the design and construction of a building to house the Constable from Precinct #1;

b. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024 (a)(4), a professional service;

c. Presentation of the scoring grid (for the purposes of ranking by CC) of at least three (3) firms evaluated and grade from the County approved "Pool" of architectural firms in connection with the design and construction of a Constable, Precinct #1 Building;

1. Rank- #1-_____;

2. Rank- #2-_____;

3. Rank- #3-_____;

d. Authority for the Purchasing Department to negotiate an architectural services contract (AIA Form of Agreement) with the number one (1) ranked firm of _____ in connection with the design and construction of building to house the Constable with site/location of structure on land available at the current Precinct #1 Office Complex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-421-00-220-042-0-720

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

BUDGETARY IMPACT:

Available balance as of 8-20-10 $346,490.95.

Attachments

Link: CC AI-7084-121807

Link: email legal counsels advise

Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/20/2010 04:46 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 04:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/20/2010 04:59 PM	APRV
4	Auditor's Office		08/20/2010 05:29 PM	NEW

Form Started By: Marty Salazar

Started On: 08/20/2010 03:29 PM

Final Approval Date: 08/20/2010

AI-7084 **18.B.1.**
PRECINCT NO 1
CC REGULAR

Date: 12/18/2007
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Purchasing item for Constable Precinct 1

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Architectural Services in connection with Hidalgo County Constable Precinct No 1 Office;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Architects in connection with professional Architectural services required for Hidalgo County Constable Precinct No 1 Offices: 1st._____; 2nd._____; 3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Architect Services Contract with the No.1 ranked firm of _____ for the provision of Architectural Services for Hidalgo County Constable Precinct No 1 Offices.

Purchasing item for Various Precinct 1 R&B and CIP projects

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineer Services in connection with Various R&B and CIP Projects within Precinct #1.

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineer services required for Various R&B and CIP Projects within Precinct #1; 1st._____; 2nd._____; 3rd._____;

C. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of _____ for the provision of Engineer Services for Various R&B and CIP Projects within Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 7-1336-421-00-220-042-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
ON AN AS NEEDED BASIS. Available balance is $372,804.38 as of 12/13/07.

FISCAL YEAR: **ACCT. #:** 7-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

ON AN AS NEEDED BASIS. Available balance is $871,169.05 as of 12/13/07.

FISCAL YEAR: **ACCT. #:** 7-1201-431-00-121-005-0-339
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
ON AN AS NEEDED BASIS. Available balance is $0.00 as of 12/13/07. Original 2007 budget was $100,000.00 (presume similar funding in 2008).

Attachments

Link: agenda 7084

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/12/2007 05:36 PM	APRV
2	Budget & Management	Dina Trevino	12/13/2007 08:30 AM	APRV
3	Dale Kennan	Dale Kennan	12/13/2007 11:00 AM	APRV
4	Auditor's Office	Joy Hsu	12/14/2007 03:32 PM	APRV
5	Court Administrator	Monica Badillo	12/14/2007 03:40 PM	APRV

Form Started By: lmoya Started On: 12/12/2007 04:18 PM
Final Approval Date: 12/14/2007

Leticia Saenz

From: Leticia Saenz [leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, August 09, 2010 5:00 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: Re: AIA-New Constable Offices at Pct #1
Attachments: Contract Log Info-#2009-004-AGA-Prof Arch Svc New Const Office at Pct 1.pdf

Importance: High

Ms. Marty-

Pursuant to a brief conversation with Ms. Mercedes (Atlas & Hall), she advised that you please proceed to call the Hon. Steve Crain (Atlas & Hall) or herself to further discuss the referenced project in connection to: " The New Constable Offices at Pct 1" and whether to proceed or to seize the negotiation process, due to the selection process and delays this project has had. The Architect for this project was selected in 2007 and she recommended that it would need to go through the selection process again in order to proceed with this project.

Please advise if I should proceed with placing something on the next CC agenda to seize and re-select.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, Texas 78539
leticia.saenz@co.hidalgo.tx.us

From: Jaime Garza [jaime.garza@co.hidalgo.tx.us]
Sent: Friday, August 20, 2010 4:36 PM
To: nielda.cavazos@co.hidalgo.tx.us
Cc: mari.gutierrez@co.hidalgo.tx.us
Subject: Request for statements of qualifications

Ms. Cavazos

Could you please forward the Statements of Qualifications for the Following Architectural Firms for the design of the proposed Constable Precinct One Facility:

1. Rike, Ogden, Figuerora and Associates
2. Alcocer and Associates, and
3. VA Architects

Please call or email if you have any questions. Thank You!

Jaime E. Garza
Special Projects Pct. 1
1902 Stephens Ave.
Weslaco, Texas 78596
email: jaime.garza@co.hidalgo.tx.us
Phone 956-968-8733 Ext. 1020

AI-22461 **24.C.1.**

"Award" Service & Repair of Chillers and General HVAC Equipment

CC REGULAR

Date: 08/24/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Sub-category: Facilities Management

Information

CAPTION

Recommending award of bid and approval of contract to bidder meeting all specifications/requirements attached hereto for Hidalgo County Facilities Management-"Service & Repair of Chillers and General HVAC Equipment" RFB No.: 2010-138.

BACKGROUND

1. Current contract expires on September 16, 2010.
2. New contract to commence on September 17, 2010.
3. Contract Document was reviewed and approved By Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-671

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

BUDGETARY IMPACT:

Available balance of $54,562.32 as of 08/19/10.

Attachments

Link: Tabulation Sheet
Link: Sign in Sheet
Link: Memo of Recommendation
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 08:10 AM	APRV
2	Olga Garza	Olga Garza	08/19/2010 04:21 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:44 PM	APRV
4	Purchasing Department		08/20/2010 05:29 PM	NEW

Form Started By: Elena Gomez Started On: 08/12/2010 09:33 AM

Final Approval Date: 08/20/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION

DEPARTMENT NAME: Hidalgo County Facilities Management

BID OPENING DATE: August 04, 2010 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "SERVICE & REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"

BID NO: 2010-138-08-04-MEG

ITEM DESCRIPTIONS:	PARTICIPATING VENDORS
	EP HVAC
SERVICING CHILLERS	
A. NORMAL BUSINESS HOURS	
1). Technician:	$ 67.00
2). Assistant:	$55.00
B. AFTER HOURS (Weekends and Holidays)	
1). Technician:	$ 100.50
2). Assistant:	$ 82.50
C. PARTS	
1). Cost plus %:	35%
D. WARRANTIES	
1). All:	All parts 1 year All labor 30 days
E. TIME OF RESPONSE	
1). Chillers, within	2 hrs
SERVICING GENERAL HVAC EQUIPMENT	
A. NORMAL BUSINESS HOURS	
1). Technician	$67.00
2). Assistant:	$55.00
B. AFTER HOURS (Weekends & Holidays)	
1). Technician:	$ 100.50
2). Assistant:	$ 82.50
C. PARTS	
1). Cost plus %:	35 %
D. WARRANTIES	
1). All:	• All parts 1 year • All labor 30 days
E. TIME OF RESPONSE	
1). General Equipment within:	2 hrs
F. EMERGENCY EQUIPMENT	
1). Portable Chiller – per day	$ 356.00
1). Portable Chiller – per week	$ 2394.00
1). Portable Chiller – Per month	$ 7448.00
2). Hourly Rate:	$ 67.00
3.) Set-uptime & removal:	One day each for set up and removal times 2 technicians.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

The Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS

A.) NORMAL BUSINESS HOURS:

1.) Technician: 67.00
2.) Assistant: 55.00

B.) AFTER HOURS: (Weekends & Holidays)

1.) Technician: 100.50
2.) Assistant: 82.50

C.) PARTS:

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 35 %

D.) LIST ALL WARRANTIES:

1.) All: all parts 1-year
all labor 30 days

E.) TIME OF RESPONSE

1.) Chiller's within 2 (hrs.)

SERVICING GENERAL HVAC EQUIPMENT

A.) NORMAL BUSINESS HOURS

1.) Technician: 67.00
2.) Assistant: 55.00

B.) AFTER HOURS (Weekends & Holidays)

1.) Technician: 100.50
2.) Assistant: 82.50

C.) PARTS

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 35 %

D.) LIST ALL WARRANTIES

1.) All: all parts 1-year
all Labor 30 days

E.) TIME OF RESPONSE

1.) General Equipment within 2 (hrs.)

F.) EMERGENCY EQUIPMENT

1.) Portable Chiller (per day) 356.00
(per week) 2394.00
(per month) 7448.00
2.) Hourly Rate: 67.00
3.) Set-up time & removal: one day each for set up and removal Times 2 technicians

OPENED
9:55 am
8-04-2010
Witnessed

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

BIDDERS/COMPANYNAME: EPHVAC

ADDRESS: 2130 Wellspring Dr.

CITY: Beaumont STATE: TX. ZIP CODE 77705

PHONE No. 409-722-8670 FAX No. 409-722-8893

SIGNATURE OF AUTHORIZED PERSON: Felip J. Word

PRINTED NAME: Felix J. Word TITLE: Service Supervisor

E-MAIL ADDRESS: Felix.Word@ephvac.us

Addendum ✓

Bid
For
HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
BID NO.: 2010-138-08-04-MEG

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: EPHVAC
Address: 2130 Wellspring Drive
By: Felix J. Word
Printed Name: Felix J. Word
Title: Service Superviser

(Submit this page with your bid)

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: 08/04/2010

	Please Print Name	Company Name
1.	Ester Gonzalez	Urban County Program
2.	Monica Leal	Urban County Program
3.	Rick Garza	Urban County Program
4.	[illegible]	UCP
5.	[illegible]	Planning Dept.
6.	Priscilla Torres	Co. Clerk
7.	Javier Hinojosa	Javier Hinojosa Engineering
8.	José D. Villarreal Sr.	J D Villarreal Const.
9.	Raul Iglesias	Asago Construction
10.	RAUL IGLESIAS SR	
11.	Rolando [illegible]	Delcon Const.
13.	Oscar Cordova	Valley Paving Inc.
14.	Lonnie Cavazos	Johnson Controls, Inc.

Bid #	Description
1. M-09-UC-48-0501	THE DEMOLITION AND RECONSTRUCTION OF 1 UNIT IN THE CITY OF ALAMO 1 UNIT IN THE CITY OF MERCEDES 1 UNIT COUNTYWIDE AREA OF MISSION AND 1 UNIT COUNTYWIDE AREA OF MONTE ALTO
2. 5209-94-0309-5000-9400-UCP-ML	HIDALGO COUNTY PCT NO 4 – HUD CDBG – R FLOOD DRAINAGE IMPROVEMENTS IN FAYSVILLE STRUCTURE
3. 2010-138-08-04-MEGQ	SERVICE & REPAIR OF CHILLERS & GENERAL HVAC EQUIPMENT
4. 2010-230-08-04-ERT	LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT
5. 2010-136-08-04 MEG	Electrical Materials & Supplies

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: 08/04/2010

	Please Print Name	Company Name
1.	Javier Hernandez	Rio valley pipe, Magic valley concrete
2.	Felipe A. Garcia	CRG Homes
3.	Ivette Esperichueta	The 5125 Co.
4.	Blanca Garza	Garco Industries
5.	RAUL IGLESIAS SR	ASAGO CONSTRUCTION
6.	Raul Iglesias	/ /
7.	Rolando Leal	Delcon Construction
8.	Sandy Suarez	Purchasing
9.	Virgil Gw	11
10.		
11.		
13.		
14.		

Bid #	Description
1. M-09-UC-48-0501	THE DEMOLITION AND RECONSTRUCTION OF 1 UNIT IN THE CITY OF ALAMO 1 UNIT IN THE CITY OF MERCEDES 1 UNIT COUNTYWIDE AREA OF MISSION AND 1 UNIT COUNTYWIDE AREA OF MONTE ALTO
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4. 2010-230-08-04-ERT	LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT
5. 2010-136-08-04 MEG	Electrical Materials & Supplies

MEMORANDUM

TO: Mr. Rick Sunday, Infrastructure Systems Mgr.
Hidalgo County Facilities Management Dept.

ATTN: Daniel Flores,
Hidalgo County Facilities Management Dept.

AUG 09 2010
3:05pm

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: August 5, 2010

RE: **Bid No. 2010-138-08-04-MEG -HIDALGO COUNTY FACILITIES MANAGEMENT " SERVICE & REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"**

We have received one (1) response to the above referenced project, meeting all specifications and/or requirements. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting. Therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday, AUGUST 13, 2010 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday, AUGUST 24, 2010.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4855

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
EP HVAC	Vendor meets all specs. Rick Sunday 8/13/2010

BUDGET ACCOUNT: D-1100-419-40-220-001 - D-431 as per all mgr.

Authorized Signature — Daniel Flores — Printed Name — 8/6/2010 — Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-138-08-24

THIS CONTRACT is made and entered into this day 24th of August, 2010 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **EP HVAC US, INC.**, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for **"Service & Repairs of Chillers & General HVAC Equipment"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Service & Repairs of Chillers & General HVAC Equipment as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Facilities Management 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, **September 17, 2010** and ending on, **September 16, 2011** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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

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

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney=s fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

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

11. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

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

contractor under this Contract.

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**EP HVAC US, Inc.** **Attn: Felix J. Word** **2130 Wellspring Drive** **Beaumont, TX 77705**

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

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this _____day of _____, 2010

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

July 19, 2010

_____

_____

_____

Re: **HIDALGO COUNTY FACILITIES MANAGEMENT**
Request for Bids -**"SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"**
Bid No: 2010-138-08-04-MEG

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
Bid No: 2010-138-08-04-MEG

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__4__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Requirements Agreement, 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, CPPB
Purchasing Agent

July 19, 2010
Date

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

REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
Bid No: 2010-138-08-04-MEG
AUGUST 04, 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 FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** 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-2010-138-08-04-MEG-"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** 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, AUGUST 04, 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-2010-138-08-04-MEG-"HIDALGO COUNTY FACILITIES MANAGEMENT – SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT".**

   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 FACILITIES MANAGEMENT – "SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Facilities Management
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday
956-289-7850

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**August 04, 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 FACILITIES MANAGEMENT
"SERVICE & REPAIRS of CHILLERS & GENERAL HVAC EQUIPMENT"
BID NO.: 2010-138-08-04-MEG

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: _____

(Submit this page with your bid)

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service & Repairs of Chillers & General HVAC Equipment"
BID NO.: 2010-138-08-04-MEG

SCOPE OF SERVICES:

Hidalgo County is seeking for qualified bidders that can furnish all labor, equipment, materials and delivery of parts necessary to provide maintenance Services & Repairs for Chillers & General HVAC Equipment (all services project-related) for various locations within Hidalgo County. The services to be performed under this contract will include, but not limited to the following:

REQUIREMENTS:

1. The service contract will be on an Hourly/Time repair rate which commences upon arrival at the job site. Vendor will respond for service within a two (2) hour minimum to a four (4) hours maximum time frame.

2. All repairs and services (with mark up rates) will be on an "AS NEEDED BASIS-ONLY." There is no guaranteed of an annual volume, for either services and/or repairs.

3. Hidalgo County requires a copy of original invoice showing the markup percentage to insure verification of the markup percentage.

4. Vendor will provide original equipment manufacturer (OEM) repair parts.

5. All other equipment required to perform under this contract shall be considered part of the hourly rate.

6. Vendor must have sufficient Certified HVAC personnel staff, with a minimum of four (4) years experience, assignee to Hidalgo County service contract. The County requires a minimum of two certified HVAC personnel and at least two assistants.

7. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.

8. In the event of complete chiller failure, and at the request and final approval of the Hidalgo County Facilities Management Director, contractor should have the ability to quickly provide portable air conditioning or other types of emergency equipment until chiller is fully operational. Vendor will supply Hidalgo County with a bid for portable air conditioning equipment.

9. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.

10. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

11. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

12. Vendor shall possess at the time of opening of the RFB all necessary permits of licenses required for the sale of these products and/or services. This section will contain any licenses, certifications

and assurances as required by Hidalgo County, the State of Texas, the Original Equipment Manufacturer, etc. ensuring the vendor (s) is an authorized distributor.

13. Vendor (s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

14. Utilization of Personnel and Materials: Vendor shall make every effort to provide services in an efficient and cost effective manner. This includes dispatching a technician that is able to perform the work within a reasonable time period, billing for helpers only when absolutely necessary for performance of the work, and minimizing unnecessary parts replacement.

15. All invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.

BID AWARD:

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best value for Hidalgo County including, but not limited to the following:

    a. The overall purchase price.
    b. Response Time: The proximity of the bidder as it relates to the ability to perform contract for Hidalgo County. Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to less than a two (2) hour guaranteed service response time frame.
    c. The reputation of the bidder.
    d. The quality of the bidder's goods or services from references.
    e. The bidder's past performance.

- Hidalgo County prefers to award the entire contract to a single Vendor; although, the County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.

- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
    a. When primary awarded vendor does not arrive within the two (2) hour commitment or informs the County of its inability to comply.
    b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.

- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

BID PAGE

- Bids will be considered irregular and may be rejected by Hidalgo County if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

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 term under the same rates terms and conditions.

2. County reserves the right to continue this contract for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term

3. County will seek the purchase of parts and service from state awarded vendors and under cooperative purchasing participation whenever it is, in the County's best interest to do so.

4. After contract is awarded if/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 procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

5. 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) day"s written notice prior to cancellation.

6. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate.

7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for

any additional cost of such item.

10. 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.

11. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the 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.

b) **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.

c) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a 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.

d) **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.

10. **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 TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JULY 28, 2010 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY JULY 30, 2010 @ 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#1					
	DESCRIPTION	Price		DESCRIPTION	Price
1	12/2 w/ground romex wire		14	¼"PVC conduit	
2	10/2 w/ground romex wire		15	1" PVC conduit	
3	romex connectors straight		16	1 ¼" PVC conduit	
4	romex connectors angle		17	1 ½" PVC conduit	
5	½' EMT conduit		18	2" PVC conduit	
6	¾" EMT conduit		19	3" PVC conduit	
7	1" EMT conduit		20	3 ½" PVC conduit	
8	1 ¼ EMT conduit		21	4" PVC conduit	
9	1 ½" EMT conduit		22	½" galvanize conduit	
10	2" EMT conduit		23	¾" galv. Conduit	
11	3" EMT conduit		24	1" galv. Conduit	
12	4" EMT conduit		25	2" galv. Conduit	
13	½' PVC conduit		26	1 ½" galv. Conduit	

#2								
#2	1	EMT Connectors-straight	2	EMT Connectors- angle	3	EMT straps-1 hole	4	EMT Straps-2 Holes
Size	Price		Price		Price		Price	
½"								
¾"								
1"								
1 ¼"								
1 ½"								
2"								
3"								
4"								
#2	5	PVC Straps – 1 Hole	6	PVC Straps –2 Holes	7	EMT Coupling die cast set screw	8	EMT-Connectors die cast set screw
Size	Price		Price		Price		Price	
½"								
¾"								
1"								
1 ¼"								
1 ½"								
2"								
3"								
4"								
#2	9	EMT Couplings steel cast set screw	10	EMT Connectors steel cast set screw	11	EMT Couplings compressing tight	12	EMT Connectors compressing tight
Size	Price		Price		Price		Price	
½"								
¾"								
1"								
1 ¼"								
1 ½"								
2"								
3"								
4"								

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#2	13 Aluminum LB condulets w/ covers & gasket	14 Malleable Iron condulet w/cover & gasket	15 Galvanized condulet w/cover & gaskets	16 Greenfield flrx connectors straight
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	17 Greenfield flrx connectors-angle	18 Sealtight flex connectors straight	19 Sealtight flex connectors angle	20 Sealtight
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	21 Greenfield
Size	Price
½"	
¾"	
1"	
1 ¼"	
1 ½"	
2"	
3"	
4"	

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

# 3					
	DESCRIPTION	PRICE			PRICE
1	¼ anchor bits-complete kits		34	#1 thhn wire stranded and solid	
2	3/8 anchor bits- complete kits		35	#8 thhn wire stranded and solid	
3	½" anchor bits-complete kits		36	#6 thhn wire stranded and solid	
4	¾" anchor bits-complete kits		37	120 volt photocells	
5	20 amp toggle switches		38	Galvanize spray	
6	20 amp duplex receptacle		39	100 watt light bulbs	
7	15 amp toggles switches		40	100 watt lamps	
8	15 amp duplex receptacle		41	2x4 lamp lens	
9	20 amp gfi duplex receptacle		42	2x2 lamps lens	
10	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground		43	¼ plastic anchor kits	
11	20 amp 1 pole breakers snap on / bolt on		44	8" cable ties	
12	30 amp 1 pole breakers snap on / bolt on		45	10" cable ties	
13	40 amp 1 pole breakers snap on / bolt on		46	12" cable ties	
14	50 amp 1 pole breakers snap on / bolt on		47	Plastic rings	
15	60 amp 1 pole breakers snap on / bolt on		48	Extension rings	
16	20 amp 2 pole breakers snap on / bolt on		49	Weatherproof covers 1 gang	
17	30 amp 2 pole breakers snap on / bolt on		50	Weatherproof covers 2 gang	
18	40 amp 2 pole breakers snap on / bolt on		51	4 sq. boxes EMT, PVC & Cast iron	
19	50 amp 2 pole breakers snap on / bolt on		52	240v 1 phase load center 30 circuit	
20	60 amp 2 pole breakers snap on / bolt on		53	120v 1 phase load center 42 circuit	
21	20 amp 3 pole breakers snap on / bolt on		54	Toggle switch plates	
22	30 amp 3 pole breakers snap on / bolt on		55	Toggle 2 gang plates	
23	40 amp 3 pole breakers snap on / bolt on		56	Receptacle plates 1 gang	
24	50 amp 3 pole breakers snap on / bolt on		57	Receptacle plates 2 gang	
25	60 amp 3 pole breakers snap on / bolt on		58	Lo Amp 3 way switches	
26	500 mcm thhn wire		59	150 watt/175watt/150 watt high base bulbs	
27	350 mcm thhn wire		60	4x4 Industrial Covers	
28	300 mcm thhn wire		61	4x4 Industrial Quad outlet covers	
29	250 mcm thhn wire		62	4x4 Industrial Single Pole switch	
30	#3 mcm thhn wire		63	4x4 Industrial 2 Pole switch	
31	#2 mcm thhn wire		64	4x4 Industrial 1 Device Cover	
32	#10 thhn wire stranded		65	20 AMP-twist lock outlets; 30 AMP-twist lock outlet	
33	#4 thhn wire stranded and solid		66	20 AMP-Male Adapters (for Outlet)	
34	#12 thhn wire stranded and solid		67	20 AMP-Female Adapters	

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WARRANTY:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NO/FAX NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL HVAC EQUIPMENT"

RFB: 2010-138-08-04-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

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

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

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

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

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

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

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

SAMPLE

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

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

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

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

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

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

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

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL HVAC EQUIPMENT"

RFB: 2010-138-08-04-MEG

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

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL HVAC EQUIPMENT"

RFB: 2010-138-08-04-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ❒Yes ❒ No

If yes, by whom? ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE & REPAIR OF CHILLERS & GENERAL HVAC EQUIPMENT"

RFB: 2010-138-08-04-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

c. Are not presently 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.

PURCHASING DEPARTMENT
County Of Hidalgo

JULY 20, 2010

RE: ADDENDUM NO. 1
FOR RFB No: 2010-138-08-04-MEG
"SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"-HIDALGO COUNTY FACILITIES MANAGEMENT

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY FACILITIES MANAGEMENT"** Request for Bids for **"SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT".**

Please add this **ADDENDUM NO. 1** to your BID so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT-HIDALGO COUNTY FACILITIES MANAGEMENT".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/meg
Enclosures

ADDENDUM NO. 1

JULY 20, 2010

HIDALGO COUNTY FACILITIES MANAGEMENT
"SERVICE AND REPAIRES OF CHILLERS AND GENERAL HVAC EQUIPMENT"
RFB NO. 2010-138-08-04-MEG

BID Opening Date:
AUGUST 04, 2010

PLEASE NOTE THE FOLLOWING **CHANGES** FOR **RFB NO: 2010-138-08-04-MEG**

1. **Omit Exhibit "B" RFB No.: 2010-136-08-04-MEG**, 4 of 4 pages and **replace** with correct Exhibit "B", page 2 of 2 **RFB No.: 2010-138-08-04-MEG.**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, JULY 20, 2010 for RFB NO.: 2010-138-08-04-MEG- Hidalgo County Facilities Management –"SERVICE AND REPAIRS OF CHILLERS AND GENERAL HVAC EQUIPMENT"

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR REQUEST FOR BID PACKET.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

The Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS

A.) NORMAL BUSINESS HOURS:

1.) Technician:_____
2.) Assistant:_____

B.) AFTER HOURS: (Weekends & Holidays)

1.) Technician:_____
2.) Assistant:_____

C.) PARTS:

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus _____%

D.) LIST ALL WARRANTIES:

1.) All:_____

_____

E.) TIME OF RESPONSE

1.) Chiller's within_____(hrs.)

SERVICING GENERAL HVAC EQUIPMENT

A.) NORMAL BUSINESS HOURS

1.) Technician:_____
2.) Assistant:_____

B.) AFTER HOURS (Weekends & Holidays)

1.) Technician:_____
2.) Assistant:_____

C.) PARTS

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus _____%

D.) LIST ALL WARRANTIES

1.) All:_____

_____

E.) TIME OF RESPONSE

1.) General Equipment within_____(hrs.)

F.) EMERGENCY EQUIPMENT

1.) Portable Chiller (per day)_____
(per week)_____
(per month)_____
2.) Hourly Rate:_____
3.) Set-up time & removal:_____

_____

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

BIDDERS/COMPANYNAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

PHONE No. _____ FAX No. _____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME: _____ TITLE: _____

E-MAIL ADDRESS: _____

EXHIBIT "B"
Bid Page

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

The Repair contract will be for hourly/time repair rate upon arrival at the job site.

SERVICING CHILLERS

A.) NORMAL BUSINESS HOURS:

1.) Technician: 67.00
2.) Assistant: 55.00

B.) AFTER HOURS: (Weekends & Holidays)

1.) Technician: 100.50
2.) Assistant: 82.50

C.) PARTS:

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 35 %

D.) LIST ALL WARRANTIES:

1.) All: all parts 1-year
all labor 30 days

E.) TIME OF RESPONSE

1.) Chiller's within 2 (hrs.)

SERVICING GENERAL HVAC EQUIPMENT

A.) NORMAL BUSINESS HOURS

1.) Technician: 67.00
2.) Assistant: 55.00

B.) AFTER HOURS (Weekends & Holidays)

1.) Technician: 100.50
2.) Assistant: 82.50

C.) PARTS

Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement. All other equipment required to perform under this contract shall be considered part of the hourly rate. Hidalgo County may request a copy of original invoice as necessary, to insure conformance with markup percentage allowed by contract

1.) Cost plus 35 %

D.) LIST ALL WARRANTIES

1.) All: all parts 1-year
all Labor 30 days

E.) TIME OF RESPONSE

1.) General Equipment within 2 (hrs.)

F.) EMERGENCY EQUIPMENT

1.) Portable Chiller (per day) 356.00
(per week) 2394.00
(per month) 7448.00
2.) Hourly Rate: 67.00
3.) Set-up time & removal: one day each for set up and removal Times 2 technicians

9:55 am
8-04-2010

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
"Service and Repairs of Chillers & General HVAC Equipment"
Bid No. 2010-138-08-04-MEG

BIDDERS/COMPANYNAME: EPHVAC

ADDRESS: 2130 Wellspring Dr.

CITY: Beaumont STATE: TX. ZIP CODE 77705

PHONE No. 409-722-8670 FAX No. 409-722-8893

SIGNATURE OF AUTHORIZED PERSON: Felipe J. Word

PRINTED NAME: Felix J. Word TITLE: Service Supervisor

E-MAIL ADDRESS: Felix.Word@ephvac.us

EXHIBIT "C"
Certificate of Insurance

DATE (MM/DD/YY)

PRODUCER
LEDFORD INSURANCE AGENCY, L.L.C.
P. O. BOX 157
BROOKSHIRE, TX. 77423

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
EP HVAC US, INC.
2130 WELLSPRING DRIVE
BEAUMONT, TX. 77705

INSURER A: LEXINGTON INSURANCE COMPANY
INSURER B: U.S. FIRE INSURANCE COMPANY
INSURER C: LEXINGTON INSURANCE COMPANY
INSURER D: GRANITE STATE INSURANCE COMPANY
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** X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE X OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PROJECT ☐ LOC	4052467 INCLUDES BLANKET WAIVER OF SUBROGATION & BLANKET ADDITIONAL INSUREDS PER WRITTEN AGREEMENT; IN REM;GULF OF MEXICO & 60 DAYS NOTICE OF ANY MATERIAL CHANGE.	01-15-09	01-15-11	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $ 50,000 $ 5,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____	1337272758 INCLUDES BLANKET WAIVER OF SUBROGATION AND ADDITIONAL INSUREDS PER WRITTEN AGREEMENT: 30 DAYS NOTICE OF ANY MATERIAL CHANGE.	01-15-09	01-15-11	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	$ $ $
C	**EXCESS LIABILITY** X OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE X RETENTION $ 10,000	1945174 FOLLOWING FORM OF ALL PRIMARY COVERAGES.	01-15-09	01-15-11	EACH OCCURENCE AGGREGATE	$4,000,000 $4,000,000 $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**	WC1082621 INCLUDES BLANKET WAIVER OF SUBROGATION IN REM, GULF OF MEXICO EXTENSION, U.S.L.&H.,MARITIME AND 30 DAYS NOTICE OF ANY MATERIAL CHANGE.	01-15-09	01-15-11	X WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE John R Ledford

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

LEDFORD INSURANCE AGENCY, L.L.C.
P. O. BOX 157
BROOKSHIRE, TX. 77423

PH.#281-375-5075 FAX #281-375-8399

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

EP HVAC US, INC.
2130 WELLSPRING DR.
BEAUMONT, TX. 77705

COMPANIES AFFORDING COVERAGE

COMPANY A: ST. PAUL FIRE AND MARINE INSURANCE CO.

COMPANY B: UNITED STATES FIRE INSURANCE COMPANY

COMPANY C: GRANITE STATE INSURANCE COMPANY

COMPANY D: OMEGA U.S. INSURANCE COMPANY

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY	OL04201041	01-15-10	01-15-11	PRODUCTS - COMP/OP AGG	$ 2,000,000
	CLAIMS MADE X OCCUR	INCLUDES BLANKET ADDITIONAL INSUREDS AND			PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT	BLANKET WAIVER OF SUBROGATION;IN REM; 30			EACH OCCURRENCE	$ 1,000,000
		DAYS NOTICE OF ANY MATERIAL CHANGE: HOST			FIRE DAMAGE (Any one fire)	$ 50,000
	AUTOMOBILE LIABILITY	LIQUOR; WORLDWIDE COVERAGE TERRITORITY PROVIDED			MED EXP (Any one person)	$ 5,000
	ANY AUTO	ANY "SUIT" IS BROUGHT IN THE USA, ITS				
	ALL OWNED AUTOS	TERRITORIES & PROCESSIONS,PUERTO RICO & CANADA;				
B	X SCHEDULED AUTOS	AND NON OWNED WATERCRAFT.			COMBINED SINGLE LIMIT	$ 1,000,000
	X HIRED AUTOS	1337289588	01-15-10	01-15-11	BODILY INJURY- (Per person)	$
	X NON-OWNED AUTOS				BODILY INJURY (Per accident)	$
	GARAGE LIABILITY				PROPERTY DAMAGE	$
	ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
	EXCESS LIABILITY				EACH ACCIDENT	$
					AGGREGATE	$
A	UMBRELLA FORM	OX04200565	01-15-10	01-15-11	EACH OCCURRENCE	$ 4,000,000
	X OTHER THAN UMBRELLA FORM	FOLLOWING FORM OF ALL PRIMARY COVERAGES.			AGGREGATE	$ 4,000,000
						$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC005-86-5148	01-15-10	01-15-11	X WC STATU-TORY LIMITS OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL	INCLUDE BLANKET ALTERNATE EMPLOYERS AND			EL EACH ACCIDENT	$ 1,000,000
	X EXCL	WAIVER OF SUBROGATION PER WRITTEN AGREEMENT;			EL DISEASE - POLICY LIMIT	$ 1,000,000
	OTHER	IN REM; MARITIME INCLUDING TRANSPORTATION,			EL DISEASE - EA EMPLOYEE	$ 1,000,000
		WAGES, MAINTENANCE & CURE;U.S.L.&H.;30 DAYS				
		NOTICE OF ANY MATERIAL CHANGE, AND GULF OF MEXICO EXTENSION.				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

INSURED PERFORMS MARINE AND OFFSHORE HEATING, VENTILATION AND AIR CONDITIONING SERVICES.

CERTIFICATE HOLDER

ATTN.: MARY MALDONADO. CONTRACT MANAGER
COUNTY OF HIDALGO
2802 S.BUSINESS 281
EDINBURG, TZ. 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.

AUTHORIZED REPRESENTATIVE

John A Ledford

ACORD 25-S (1/95)

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AI-22463 **24.C.2.**

"Award" Electrical Materials & Supplies

CC REGULAR

Date: 08/24/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Sub-category: Facilities Management

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting all specification/requirements attached hereto for Hidalgo County Facilities Management-"Electrical Materials & Supplies" RFB NO. 2010-136-MEG

BACKGROUND

1. Current Contract expires on September 13 , 2010
2. New Contract commence on September 14, 2010
3. Contract was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-671
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance of $54,562.32 as of 08/19/10.

Attachments

Link: Memo of Recommendation
Link: Sign In Sheet
Link: Tabulation Sheet
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2010 08:10 AM	APRV
2	Olga Garza	Olga Garza	08/19/2010 04:36 PM	APRV
3	Auditor's Office	Linda Fong	08/20/2010 04:46 PM	APRV
4	Purchasing Department		08/20/2010 05:29 PM	NEW

Form Started By: Elena Gomez Started On: 08/12/2010 09:41 AM

Final Approval Date: 08/20/2010

MEMORANDUM

TO: Mr. Rick Sunday, Infrastructure Systems Mgr.
Hidalgo County Facilities Mgt. Dept.

ATTN: Daniel Flores
Hidalgo County Facilities Mgt. Dept.

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: August 5, 2010

RE: Request Recommendation for RFB 2010-136-08-04-MEG
"Electrical Materials & Supplies"

Enclosed you will find a copy of the sole Bid received, Tabulation Sheet, and a Bid packet for the above mentioned project, for your review and recommendation.

Please indicate below if you **DO or DO NOT** recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to (956) 292-7612 **by Friday August 13, 2010.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # X 01100-415-40-22001-671

Recommendations/Concerns: Border States sole participant. Rick Sunday 9 AUG 2010

Authorized Signature/ Printed Name | Facilities Management | 8/6/10
Department | Date

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: 08/04/2010

	Please Print Name	Company Name
1.	Ester Gonzalez	Urban County Program
2.	Monica Leal	Urban County Program
3.	Rick Garza	Urban County Program
4.	[illegible]	UCP
5.	[illegible]	Planning Dept.
6.	Priscilla Torres	Co. Clerk
7.	Javier Hinojosa	Javier Hinojosa Engineering
8.	José D. Villarreal Sr.	J D Villarreal Const.
9.	Raul Iglesias	Asago Construction
10.	RAUL IGLESIAS SR	
11.	Rolando [illegible]	Delcon Const.
13.	Oscar Cordova	Valley Paving Inc.
14.	Lonnie Cavazos	Johnson Controls, Inc.

Bid #	Description
1. M-09-UC-48-0501	THE DEMOLITION AND RECONSTRUCTION OF 1 UNIT IN THE CITY OF ALAMO 1 UNIT IN THE CITY OF MERCEDES 1 UNIT COUNTYWIDE AREA OF MISSION AND 1 UNIT COUNTYWIDE AREA OF MONTE ALTO
2. 5209-94-0309-5000-9400-UCP-ML	HIDALGO COUNTY PCT NO 4 – HUD CDBG – R FLOOD DRAINAGE IMPROVEMENTS IN FAYSVILLE STRUCTURE
3. 2010-138-08-04-MEGQ	SERVICE & REPAIR OF CHILLERS & GENERAL HVAC EQUIPMENT
4. 2010-230-08-04-ERT	LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT
5. 2010-136-08-04 MEG	Electrical Materials & Supplies

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: 08/04/2010

	Please Print Name	Company Name
1.	Javier Hernandez	Rio valley pipe, Magic valley concrete
2.	Felipe A. Garcia	CRG Homes
3.	Ivette Esperichueta	The 5125 Co.
4.	Blanca Garza	Garco Industries
5.	RAUL IGLESIAS SR	ASAGO CONSTRUCTION
6.	Raul Iglesias	/ /
7.	Rolando Leal	Delcon Construction
8.	Sandy Suarez	Purchasing
9.	Virgil Gw	11
10.		
11.		
13.		
14.		

Bid #	Description
1. M-09-UC-48-0501	THE DEMOLITION AND RECONSTRUCTION OF 1 UNIT IN THE CITY OF ALAMO 1 UNIT IN THE CITY OF MERCEDES 1 UNIT COUNTYWIDE AREA OF MISSION AND 1 UNIT COUNTYWIDE AREA OF MONTE ALTO
2. 5209-94-0309-5000-9400-UCP-ML	HIDALGO COUNTY PCT NO 4 – HUD CDBG – R FLOOD DRAINAGE IMPROVEMENTS IN FAYSVILLE STRUCTURE
3. 2010-138-08-04-MEGQ	SERVICE & REPAIR OF CHILLERS & GENERAL HVAC EQUIPMENT
4. 2010-230-08-04-ERT	LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT
5. 2010-136-08-04 MEG	Electrical Materials & Supplies

TABULATION SHEET
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#1					
	DESCRIPTION	Price		DESCRIPTION	Price
1	12/2 w/ground romex wire	328.78 m	14	¾"PVC conduit	16.14 c
2	10/2 w/ground romex wire	548.00 m	15	1" PVC conduit	23.56 c
3	romex connectors straight	83.99 c ½	16	1 ¼" PVC conduit	33.86 c
4	romex connectors angle	28.60 c	17	1 ½" PVC conduit	39.19 c
5	½' EMT conduit	17.92 c	18	2" PVC conduit	49.72 c
6	¾" EMT conduit	35.26 c	19	3" PVC conduit	102.61 c
7	1" EMT conduit	59.91 c	20	3 ½" PVC conduit	131.15 c
8	1 ¼ EMT conduit	94.58 c	21	4" PVC conduit	143.55 c
9	1 ½" EMT conduit	113.47 c	22	½" galvanize conduit	119.05 c
10	2" EMT conduit	141.21 c	23	¾" galv. Conduit	126.12 c
11	3" EMT conduit	307.26 c	24	1" galv. Conduit	188.62 c
12	4" EMT conduit	436.71 c	25	2" galv. Conduit	400.51 c
13	½' PVC conduit	14.98 c	26	1 ½" galv. Conduit	310.41 c

#2								
#2	1	EMT Connectors-straight	2	EMT Connectors- angle	3	EMT straps-1 hole	4	EMT Straps-2 Holes
Size	Price		Price		Price		Price	
½"	n/a		n/a		.07 ea		.08 ea	
¾"	n/a		n/a		.12 ea		.08 ea	
1"	n/a		n/a		.17 ea		.14 ea	
1 ¼"	n/a		n/a		.24 ea		.24 ea	
1 ½"	n/a		n/a		.40 ea		.26 ea	
2"	n/a		n/a		.49 ea		.36 ea	
3"	n/a		n/a		n/a		n/a	
4"	n/a		n/a		n/a		n/a	
#2	5	PVC Straps – 1 Hole	6	PVC Straps –2 Holes	7	EMT Coupling die cast set screw	8	EMT-Connectors die cast set screw
Size	Price		Price		Price		Price	
½"	n/a		.17 ea		.25 ea		.23 ea	
¾"	n/a		.21 ea		.40 ea		.37 ea	
1"	n/a		.38 ea		.74 ea		.72 ea	
1 ¼"	n/a		.39 ea		1.33 ea		1.33 ea	
1 ½"	n/a		.35 ea		1.91 ea		1.78 ea	
2"	n/a		.43 ea		2.43 ea		2.28 ea	
3"	n/a				5.50 ea		6.65 ea	
4"	n/a				7.48 ea		10.09 ea	
#2	9	EMT Couplings steel cast set screw	10	EMT Connectors steel cast set screw	11	EMT Couplings compressing tight	12	EMT Connectors compressing tight
Size	Price		Price		Price		Price	
½"	.14 ea		.13 ea		.28 ea		.23 ea	
¾"	.20 ea		.19 ea		.36 ea		.27 ea	
1"	.34 ea		.43 ea		.64 ea		.58 ea	
1 ¼"	.75 ea		.71 ea		1.06 ea		.95 ea	
1 ½"	1.16 ea		1.03 ea		1.59 ea		1.62 ea	
2"	1.50 ea		1.48 ea		2.03 ea		2.14 ea	
3"	3.64 ea		4.91 ea		8.92 ea		8.61 ea	
4"	4.89 ea		7.42 ea		14.36 ea		12.37 ea	

TABULATION SHEET
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#2	13 Aluminum LB ~~condulets w/ covers & gasket~~	14 Malleable Iron condulet w/cover & gasket	15 Galvanized condulet w/cover & gaskets	16 Greenfield flrx connectors straight
Size	Price	Price	Price	Price
½"	3.97 ea	10.66 ea	n/a	.60 ea
¾"	6.14 ea	12.77 ea	n/a	1.17 ea
1"	4.88 ea	19.25 ea	n/a	2.68 ea
1 ¼"	14.94 ea	30.65 ea	n/a	5.91 ea
1 ½"	14.89 ea	39.59 ea	n/a	8.52 ea
2"	17.15 ea	65.34 ea	n/a	11.61 ea
3"	75.76 ea	n/a	n/a	24.06 ea
4"	151.75 ea	n/a	n/a	93.88 ea

#2	17 Greenfield flrx connectors-angle	18 Sealtight flex connectors straight	19 Sealtight flex connectors angle	20 Sealtight
Size	Price	Price	Price	Price
½"	.93 ea	1.47 ea	2.41 ea	.52 ft
¾"	1.80 ea	2.22 ea	3.68 ea	.68 ft
1"	6.84 ea	3.26 ea	7.45 ea	.99 ft
1 ¼"	9.30 ea	5.59 ea	11.47 ea	1.41 ft
1 ½"	27.01 ea	7.97 ea	13.92 ea	2.52 ft
2"	25.21 ea	14.58 ea	20.33 ea	3.04 ft
3"	92.99 ea	79.54 ea	104.24 ea	8.25 ft
4"	272.06 ea	93.10 ea	126.81 ea	12.94 ft

#2	21 Greenfield
Size	Price
½"	.51 ft
¾"	.70 ft
1"	1.28 ft
1 ¼"	1.64 ft
1 ½"	2.68 ft
2"	3.28 ft
3"	6.91 ft
4"	8.89 ft

TABULATION SHEET
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

3

	DESCRIPTION		PRICE
1	¼ anchor bits-complete kits		6.80 ea
2	3/8 anchor bits- complete kits		n/a
3	½" anchor bits-complete kits		n/a
4	¾" anchor bits-complete kits		n/a
5	20 amp toggle switches		1.43 ea
6	20 amp duplex receptacle		1.01 ea
7	15 amp toggles switches		.52 ea
8	15 amp duplex receptacle		.36 ea
9	20 amp gfi duplex receptacle		9.26 ea
10	MC cable 12/2, w/ ground ~~12/3, 10/2, 10/3~~		416.00 m
11	20 amp 1 pole breakers	snap on	7.12 ea
		bolt on	20.56 ea
12	30 amp 1 pole breakers	snap on	8.06 ea
		bolt on	20.56 ea
13	40 amp 1 pole breakers	snap on	9.05 ea
		bolt on	20.56 ea
14	50 amp 1 pole breakers	snap on	9.05 ea
		bolt on	20.56 ea
15	60 amp 1 pole breakers	snap on	9.05 ea
		bolt on	20.56 ea
16	20 amp 2 pole breakers	snap on	15.59 ea
		bolt on	45.99 ea
17	30 amp 2 pole breakers	snap on	15.59 ea
		bolt on	45.99 ea
18	40 amp 2 pole breakers	snap on	15.59 ea
		bolt on	45.99 ea
19	50 amp 2 pole breakers	snap on	15.59 ea
		bolt on	45.99 ea
20	60 amp 2 pole breakers	snap on	15.59 ea
		bolt on	45.99 ea
21	20 amp 3 pole breakers	snap on	114.38 ea
		bolt on	151.42 ea
22	30 amp 3 pole breakers	snap on	114.38 ea
		bolt on	151.42 ea
23	40 amp 3 pole breakers	snap on	114.38 ea
		bolt on	151.42 ea
24	50 amp 3 pole breakers	snap on	114.38 ea
		bolt on	151.42 ea
25	60 amp 3 pole breakers	snap on	114.38 ea
		bolt on	151.42 ea
26	500 mcm thhn wire		8.54 ft
27	350 mcm thhn wire		6.03 ft
28	300 mcm thhn wire		5.15 ft
29	250 mcm thhn wire		4.32 ft
30	#3 mcm thhn wire		.93 ft
31	#2 mcm thhn wire		1.17 ft
32	#10 thhn wire stranded		185.59 m
33	#4 thhn wire stranded and solid		.74 ft
34	#12 thhn wire stranded and solid		120.54 m

		PRICE
34	#1 thhn wire stranded and solid	1.48 ft
35	#8 thhn wire stranded and solid	.30 ft
36	#6 thhn wire stranded and solid	.47 ft
37	120 volt photocells	10.46 ea
38	Galvanize spray	20.79 ea
39	100 watt light bulbs	.34 ea
40	100 watt lamps	n/a
41	2x4 lamp lens	8.74 ea
42	2x2 lamps lens	n/a
43	¼ plastic anchor kits	n/a
44	8" cable ties	3.78 c
45	10" cable ties	n/a
46	12" cable ties	5.69 c
47	Plastic rings	.40 ea
48	Extension rings	1.369 ea
49	Weatherproof covers 1 gang	.64 ea
50	Weatherproof covers 2 gang	1.35 ea
51	4 sq. boxes EMT, PVC & Cast Iron	.48 ea
52	240v 1 phase load center 30 circuit	147.40 ea
53	120v 1 phase load center 42 circuit	286.89 ea
54	Toggle switch plates	.20 ea
55	Toggle 2 gang plates	.41 ea
56	Receptacle plates 1 gang	.19 ea
57	Receptacle plates 2 gang	.41 ea
58	Lo Amp 3 way switches	.89 ea
59	150 watt/175watt/150 watt high base bulbs	n/a
60	4x4 Industrial Covers	.25 ea
61	4x4 Industrial Quad outlet covers	.97 ea
62	4x4 Industrial Single Pole switch	.99 ea
63	4x4 Industrial 2 Pole switch	1.16 ea
64	4x4 Industrial 1 Device Cover	.98 ea
65	20 AMP-twist lock outlets;	15.15ea
	30 AMP-twist lock outlet	20.46 ea
66	20 AMP-Male Adapters (for Outlet)	11.32 ea
67	20 AMP-Female Adapters	18.23 ea

TABULATION SHEET
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

ONLY ON SPECIAL ORDER ITEMS, LEAD TIME MAY VARY

NON STOCK ITEMS

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

IF FACTORY HAS THE ITEMS WE CAN SHIP IT UPS NEXT DAY AIR

WARRANTY: YES, ON FACTORY DEFECTS

BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Harris Electric Supply · Minnesota Electric Supply

Quote

BSE Quote: 22135559
Sold-to Acct #: 58607
Valid From: 08/03/2010 **To:** 11/10/2010
PO No: .

Border States Electric - EDI
1924 W. Trenton Road
Edinburg TX 78539-8069
Phone: 956-618-2874

Created By: EDICTY
Tel No: (956) 618-2874
Fax No:

COPY

Hidalgo County Building & Grounds
PO Box 1356
Edinburg TX 78539

Inco Terms:
FOB ORIGIN

Payment Terms:
1.0 % 10th prox net 25th (25)

Taxes, if applicable, are not included.

Order Note:
ELECTRICAL MATERIAL & SUPPLIES
RFB # 2010-136-08-04MEG
EXHIBIT "B" # 1

QUOTED PRICES ARE SUBJECT TO CHANGE IN THE EVENT OF AN INCREASE OF RAW MATREIAL.
WILL ADVISE IF PRICE CHANGES DO TO MARKET .

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000010	158167 NMUF - NM-B-12/2-CU-WG-250CTN	1,000 FT	328.78 / 1,000	FT	328.78
	000020	158204 NMUF - NM-B-10/2-CU-WG-250CTN	1,000 FT	548.00 / 1,000	FT	548.00
	000030	581268 ARLI - 850 3/8 90D SQZ FLEX CONN USA	100 EA	83.99 / 100	EA	83.99
	000040	581218 ARLI - 845 3/8 BX CONN	100 EA	28.60 / 100	EA	28.60
	000050	167236 EMT - 1/2IN-EMT	100 FT	17.92 / 100	FT	17.92
	000060	167250 EMT - 3/4IN-EMT	100 FT	35.26 / 100	FT	35.26
	000070	167243 EMT - 1IN-EMT	100 FT	59.91 / 100	FT	59.91
	000080	167233 EMT - 1-1/4IN-EMT	100 FT	94.58 / 100	FT	94.58
	000090	167226 EMT - 1-1/2IN-EMT	100 FT	113.47 / 100	FT	113.47
	000100	167248 EMT - 2IN-EMT	100 FT	141.21 / 100	FT	141.21
	000110	167251 EMT - 3IN-EMT	100 FT	307.26 / 100	FT	307.26
	000120	167252 EMT - 4IN-EMT	100 FT	436.71 / 100	FT	436.71

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Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000130	**2243870** EPVC - SCH40-3/4IN-10FT-PVC-CONDUIT	**100** FT	16.14 / 100	FT	16.14
	000140	**2243871** EPVC - SCH40-1IN-10FT-PVC-CONDUIT	**100** FT	23.56 / 100	FT	23.56
	000150	**2243872** EPVC - SCH40-1-1/4IN-10FT-PVC-CONDUIT	**100** FT	33.86 / 100	FT	33.86
	000160	**2244067** EPVC - SCH40-1-1/2IN-10FT-PVC-CONDUIT	**100** FT	39.19 / 100	FT	39.19
	000170	**2243873** EPVC - SCH40-2IN-10FT-PVC-CONDUIT	**100** FT	49.72 / 100	FT	49.72
	000180	**2243876** EPVC - SCH40-3IN-10FT-PVC-CONDUIT	**100** FT	102.61 / 100	FT	102.61
	000190	**2243877** EPVC - SCH40-3-1/2IN-10FT-PVC-CONDUIT	**100** FT	131.15 / 100	FT	131.15
	000200	**2243878** EPVC - SCH40-4IN-10FT-PVC-CONDUIT	**100** FT	143.55 / 100	FT	143.55
	000210	**162381** GRC - 1/2IN-GALV-STEEL CONDUIT	**100** FT	119.05 / 100	FT	119.05
	000220	**162383** GRC - 3/4IN-GALV-STEEL CONDUIT	**100** FT	126.12 / 100	FT	126.12
	000230	**162387** GRC - 1IN-GALV-STEEL CONDUIT	**100** FT	188.62 / 100	FT	188.62
	000240	**162399** GRC - 2IN-GALV-STEEL CONDUIT	**100** FT	400.51 / 100	FT	400.51
	000250	**162397** GRC - 1-1/2IN-GALV-STEEL CONDUIT	**100** FT	310.41 / 100	FT	310.41

Total Value **3,880.18**

To access BSE's Terms and Conditions of Sale, please go to
https://www.borderstateselectric.com

OPENED
9:34am
8-04-2010
Witnessed

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Harris Electric Supply · Minnesota Electric Supply

Quote

BSE Quote: 22135692
Sold-to Acct #: 58607
Valid From: 08/03/2010 **To:** 11/10/2010
PO No: .

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Phone: 956-618-2874

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Tel No: (956) 618-2874
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Hidalgo County Building & Grounds
PO Box 1356
Edinburg TX 78539

Inco Terms:
FOB ORIGIN

Payment Terms:
1.0 % 10th prox net 25th (25)

Taxes, if applicable, are not included.

Order Note:
ELCTRICAL MATERIAL & SUPPLIES
RFB # 201-136-08-04-MEG
EXHIBIT "B" # 2

QUOTED PRICES ARE SUBJECT TO CHANGE IN THE EVENT OF AN INCREASE OF RAW MATREIAL.
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Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000010	**335141** ARLI - 370 1/2 1H STL EMT STRAP	1 EA	7.00 / 100	EA	0.07
	000020	**559630** ARLI - 371 3/4 1H STL EMT STRAP	1 EA	12.00 / 100	EA	0.12
	000030	**559640** ARLI - 372 1-IN 1H STL EMT STRAP	1 EA	17.00 / 100	EA	0.17
	000040	**559650** ARLI - 373 1-1/4 1H STL EMT STRAP	1 EA	24.00 / 100	EA	0.24
	000050	**559659** ARLI - 374 1-1/2 1H STL EMT STRAP	1 EA	40.00 / 100	EA	0.40
	000060	**559669** ARLI - 375 2-IN 1H STL EMT STRAP	1 EA	49.00 / 100	EA	0.49
	000070	**559564** ARLI - 360 1/2 2H STL EMT STRAP	1 EA	8.00 / 100	EA	0.08
	000080	**559574** ARLI - 361 3/4 2H STL EMT STRAP	1 EA	8.00 / 100	EA	0.08
	000090	**559584** ARLI - 362 1-IN 2H STL EMT STRAP	1 EA	14.00 / 100	EA	0.14
	000100	**559594** ARLI - 363 1-1/4 2H STL EMT STRAP	1 EA	24.00 / 100	EA	0.24
	000110	**559604** ARLI - 364 1-1/2 2H STL EMT STRAP	1 EA	26.00 / 100	EA	0.26
	000120	**559614** ARLI - 365 2-IN 2H STL EMT STRAP	1 EA	36.00 / 100	EA	0.36

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Quote

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Valid From: 08/03/2010 **To:** 11/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000130	**105567** THM - E977DC 1/2 2H PVC COND CLAMP	**1** EA	17.00 / 100	EA	0.17
	000140	**105577** THM - E977EC 3/4 2H PVC COND CLAMP	**1** EA	21.00 / 100	EA	0.21
	000150	**105581** THM - E977FC 1-IN 2H PVC COND	**1** EA	38.00 / 100	EA	0.38
	000160	**105583** THM - E977GC 1-1/4 2H PVC CND CLMP	**1** EA	33.00 / 100	EA	0.33
	000170	**105589** THM - E977HC 1-1/2 2H PVC CND CLMP	**1** EA	35.00 / 100	EA	0.35
	000180	**105595** THM - E977JC 2-IN 2H PVC COND	**1** EA	43.00 / 100	EA	0.43
	000190	**560922** ARLI - 810 1/2 D/C SS EMT COUPL USA	**1** EA	25.00 / 100	EA	0.25
	000200	**560932** ARLI - 811 3/4 D/C SS EMT COUPL USA	**1** EA	40.00 / 100	EA	0.40
	000210	**560941** ARLI - 812 1-IN D/C SS EMT COUPL USA	**1** EA	74.00 / 100	EA	0.74
	000220	**560950** ARLI - 813 1-1/4 D/C SS EMT COUPL USA	**1** EA	133.00 / 100	EA	1.33
	000230	**560960** ARLI - 814 1-1/2 D/C SS EMT COUPL USA	**1** EA	191.00 / 100	EA	1.91
	000240	**560970** ARLI - 815 2-IN D/C SS EMT COUPL USA	**1** EA	243.00 / 100	EA	2.43
	000250	**560992** ARLI - 817 3-IN D/C SS EMT COUPL USA	**1** EA	550.00 / 100	EA	5.50
	000260	**561000** ARLI - 818 4-IN D/C SS EMT COUPL USA	**1** EA	748.00 / 100	EA	7.48
	000270	**560834** ARLI - 800 1/2 D/C SS EMT CONN USA	**1** EA	23.00 / 100	EA	0.23
	000280	**560843** ARLI - 801 3/4 D/C SS EMT CONN USA	**1** EA	37.00 / 100	EA	0.37
	000290	**560853** ARLI - 802 1-IN D/C SS EMT CONN USA	**1** EA	72.00 / 100	EA	0.72
	000300	**560863** ARLI - 803 1-1/4 D/C SS EMT CONN USA	**1** EA	133.00 / 100	EA	1.33
	000310	**560873** ARLI - 804 1-1/2 D/C SS EMT CONN USA	**1** EA	178.00 / 100	EA	1.78

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Quote

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Valid From: 08/03/2010 **To:** 11/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000320	**560882** ARLI - 805 2-IN D/C SS EMT CONN USA	**1** EA	228.00 / 100	EA	2.28
	000330	**560901** ARLI - 807 3-IN D/C SS EMT CONN USA	**1** EA	665.00 / 100	EA	6.65
	000340	**560912** ARLI - 808 4-IN D/C SS EMT CONN USA	**1** EA	1,009.00 / 100	EA	10.09
	000350	**1264014** THM - TK121A 1/2 STL S/S CPLG	**1** EA	14.00 / 100	EA	0.14
	000360	**1264017** THM - TK122A 3/4 STL S/S CPLG	**1** EA	20.00 / 100	EA	0.20
	000370	**1310513** THM - TK123A 1 STL S/S CPLG	**1** EA	34.00 / 100	EA	0.34
	000380	**1310517** THM - TK124A 1-1/4 STL S/S CPLG	**1** EA	75.00 / 100	EA	0.75
	000390	**1310521** THM - TK125A 1-1/2 STL S/S CPLG	**1** EA	116.00 / 100	EA	1.16
	000400	**1310520** THM - TK126A 2 STL S/S CPLG	**1** EA	150.00 / 100	EA	1.50
	000410	**1310618** THM - TK128A 3 STL S/S CPLG	**1** EA	364.00 / 100	EA	3.64
	000420	**1310601** THM - TK1210A 4 STL S/S CPLG	**1** EA	489.00 / 100	EA	4.89
	000430	**1197054** THM - TC121A 1/2 STL S/S CONN	**1** EA	13.00 / 100	EA	0.13
	000440	**1197055** THM - TC122A 3/4 STL S/S CONN	**1** EA	19.00 / 100	EA	0.19
	000450	**1310527** THM - TC123A 1 STL S/S CONN	**1** EA	43.00 / 100	EA	0.43
	000460	**1310525** THM - TC124A 1-1/4 STL S/S CONN	**1** EA	71.00 / 100	EA	0.71
	000470	**1310533** THM - TC125A 1-1/2 STL S/S CONN	**1** EA	103.00 / 100	EA	1.03
	000480	**1310523** THM - TC126A 2 STL S/S CONN	**1** EA	148.00 / 100	EA	1.48
	000490	**1310666** THM - TC128A 3 STL S/S CONN	**1** EA	491.00 / 100	EA	4.91
	000500	**1310663** THM - TC1210A 4 STL S/S CONN	**1** EA	742.00 / 100	EA	7.42

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Quote

BSE Quote: 22135692
Sold-to Acct #: 58607
Valid From: 08/03/2010 **To:** 11/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity		Price	Per UoM	Value
	000510	1310669 THM - TK111A 1/2 STL COMP CPLG	1 EA		28.00 / 100	EA	0.28
	000520	1310668 THM - TK112A 3/4 STL COMP CPLG	1 EA		36.00 / 100	EA	0.36
	000530	1310672 THM - TK113A 1 STL COMP CPLG	1 EA		64.00 / 100	EA	0.64
	000540	1310676 THM - TK114A 1-1/4 STL COMP CPLG	1 EA		106.00 / 100	EA	1.06
	000550	1310675 THM - TK115A 1-1/2 STL COMP CPLG	1 EA		159.00 / 100	EA	1.59
	000560	1310673 THM - TK116A 2 STL COMP CPLG	1 EA		203.00 / 100	EA	2.03
	000570	1310613 THM - TK118A 3 STL COMP CPLG	1 EA		892.00 / 100	EA	8.92
	000580	1310621 THM - TK1110A 4 STL COMP CPLG	1 EA		1,436.00 / 100	EA	14.36
	000590	1310554 THM - TC111A 1/2 STL COMP CONN	1 EA		23.00 / 100	EA	0.23
	000600	1310552 THM - TC112A 3/4 STL COMP CONN	1 EA		27.00 / 100	EA	0.27
	000610	1310537 THM - TC113A 1 STL COMP CONN	1 EA		58.00 / 100	EA	0.58
	000620	1310536 THM - TC114A 1-1/4 STL COMP CONN	1 EA		95.00 / 100	EA	0.95
	000630	1310534 THM - TC115A 1-1/2 STL COMP CONN	1 EA		162.00 / 100	EA	1.62
	000640	1310544 THM - TC116A 2 STL COMP CONN	1 EA		214.00 / 100	EA	2.14
	000650	1310541 THM - TC118A 3 STL COMP CONN	1 EA		861.00 / 100	EA	8.61
	000660	1310658 THM - TC1110A 4 STL COMP CONN	1 EA		1,237.00 / 100	EA	12.37
	000670	775196 CRH - LB15 1/2 ALUM LB COND BODY	1 EA	CRH	397.00 / 100	EA	3.97
	000680	775194 CRH - LB25 3/4 ALUM LB COND BODY	1 EA	CRH	614.00 / 100	EA	6.14
	000690	775193 CRH - LB35 1-IN ALUM LB COND BODY	1 EA	CRH	488.00 / 100	EA	4.88

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Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000700	775202 CRH - LB45 1-1/4 ALUM LB COND BDY CRH	1 EA	1,494.00 / 100	EA	14.94
	000710	775201 CRH - LB55 1-1/2 ALUM LB COND BDY CRH	1 EA	1,489.00 / 100	EA	14.89
	000720	775200 CRH - LB65 2-IN ALUM LB COND BODY CRH	1 EA	1,715.00 / 100	EA	17.15
	000730	775230 CRH - LB85 3-IN ALUM LB COND BODY CRH	1 EA	7,576.00 / 100	EA	75.76
	000740	775226 CRH - LB105 4-IN ALUM LB COND BDY CRH	1 EA	151.75 / 1	EA	151.75
	000750	142284 GASK - GK50N 1/2 NEOPRENE GASKET T	1 EA	299.00 / 100	EA	2.99
	000760	142286 GASK - GK75N 3/4 NEOPRENE GASKET	1 EA	299.00 / 100	EA	2.99
	000770	142266 GASK - GK100N 1-IN NEOPRENE GASKET	1 EA	399.00 / 100	EA	3.99
	000780	142272 GASK - GK125/150N 1-1/4&1-1/2 NEOPRENE GASKET	1 EA	314.69 / 100	EA	3.15
	000790	142279 GASK - GK200N 2-IN NEOPRENE GASKET	1 EA	603.00 / 100	EA	6.03
	000800	142280 GASK - GK250/300N 2-1/2&3 NEOPRENE GASKET	1 EA	622.38 / 100	EA	6.22
	000810	1030913 APPT - GK350-400-N 3-1/2&4-IN NEO GSKT APPT	1 EA	6.18 / 1	EA	6.18
	000820	635084 MULB - 11699 BLANK CVR 1/2-IN	1 EA	59.00 / 100	EA	0.59
	000830	634971 MULB - 11700 BLANK CVR 3/4-IN	1 EA	77.00 / 100	EA	0.77
	000840	634961 MULB - 11701 BLANK CVR 1-IN	1 EA	170.00 / 100	EA	1.70
	000850	635083 MULB - 11702 BLANK CVR 1-1/4&1-1/2	1 EA	244.00 / 100	EA	2.44
	000860	635071 MULB - 11703 BLANK CVR 2-IN	1 EA	427.00 / 100	EA	4.27
	000870	634963 MULB - 11704 BLANK CVR 2-1/2&3-IN	1 EA	579.00 / 100	EA	5.79
	000880	635103 MULB - 11705 BLANK CVR 3-1/2&4-IN	1 EA	1,042.00 / 100	EA	10.42

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Quote

BSE Quote: 22135692
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Valid From: 08/03/2010 **To:** 11/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity		Price	Per UoM	Value
	000890	**125912** CRH - LB17 1/2 LB CONDUIT BODY	1 EA	CRH	10.66 / 1	EA	10.66
	000900	**125918** CRH - LB27 3/4 LB CONDUIT BODY	1 EA	CRH	12.77 / 1	EA	12.77
	000910	**125926** CRH - LB37 1-IN LB CONDUIT BODY	1 EA	CRH	19.25 / 1	EA	19.25
	000920	**125934** CRH - LB47 1-1/4 LB CONDUIT BODY	1 EA	CRH	30.65 / 1	EA	30.65
	000930	**125941** CRH - LB57 1-1/2 LB CONDUIT BODY	1 EA	CRH	39.59 / 1	EA	39.59
	000940	**125952** CRH - LB67 2-IN LB CONDUIT BODY	1 EA	CRH	65.34 / 1	EA	65.34
	000970	**1263352** CRH - 170G COVER W/INTEGRAL GASKET 1/2"	1 EA	CRH	5.63 / 1	EA	5.63
	000980	**1263354** CRH - 270G COVER W/INTEGRAL GASKET 3/4"	1 EA	CRH	6.42 / 1	EA	6.42
	000990	**1263356** CRH - 370G COVER W/INTEGRAL GASKET 1"	1 EA	CRH	8.77 / 1	EA	8.77
	001000	**1263358** CRH - 470G COVER W/INTEGRAL GASKET 1-1/4"	1 EA	CRH	10.63 / 1	EA	10.63
	001010	**1263359** CRH - 570G COVER W/INTEGRAL GASKET 1 1/2"	1 EA	CRH	10.63 / 1	EA	10.63
	001020	**1263360** CRH - 670G COVER W/INTEGRAL GASKET 2"	1 EA	CRH	16.79 / 1	EA	16.79
	001030	**650961** ARLI - L421 1/2 SQZ FLEX CONN USA	1 EA		60.00 / 100	EA	0.60
	001040	**656551** ARLI - L422 3/4 SQZ FLEX CONN USA	1 EA		117.00 / 100	EA	1.17
	001050	**656584** ARLI - L423 1-IN SQZ FLEX CONN USA	1 EA		268.00 / 100	EA	2.68
	001060	**656595** ARLI - L424 1-1/4 SQZ FLEX CONN USA	1 EA		591.00 / 100	EA	5.91
	001070	**656606** ARLI - L425 1-1/2 SQZ FLEX CONN USA	1 EA		852.00 / 100	EA	8.52

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Valid From: 08/03/2010 **To:** 11/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity		Price	Per UoM	Value
	001080	656617 ARLI - L426 2-IN SQZ FLEX CONN USA	1 EA		1,161.00 / 100	EA	11.61
	001090	656660 ARLI - L428 3-IN SQZ FLEX CONN USA	1 EA		2,406.00 / 100	EA	24.06
	001100	342444 ARLI - L4210 4-IN SQZ FLEX CONN USA	1 EA		9,388.00 / 100	EA	93.88
	001110	581278 ARLI - 851 1/2 90D SQZ FLEX CONN	1 EA		93.00 / 100	EA	0.93
	001120	581289 ARLI - 852 3/4 90D SQZ FLEX CONN	1 EA		180.00 / 100	EA	1.80
	001130	581299 ARLI - 853 1-IN 90D SQZ FLEX CONN	1 EA		684.00 / 100	EA	6.84
	001140	581314 ARLI - 854 1-1/4 90D SQZ FLEX CONN	1 EA		930.00 / 100	EA	9.30
	001150	581321 ARLI - 855 1-1/2 90D SQZ FLEX CONN	1 EA		2,701.00 / 100	EA	27.01
	001160	581333 ARLI - 856 2-IN 90D SQZ FLEX CONN	1 EA		2,521.00 / 100	EA	25.21
	001170	581351 ARLI - 858 3-IN 90D SQZ FLEX CONN	1 EA		9,299.00 / 100	EA	92.99
	001180	617483 ARLI - 8510 4-IN 90D SQZ FLEX CONN	1 EA		27,206.00 / 100	EA	272.06
	001190	147929 CRH - LT50 1/2 STR L/T CONN	1 EA	CRH	147.00 / 100	EA	1.47
	001200	147933 CRH - LT75 3/4 STR L/T CONN	1 EA	CRH	222.00 / 100	EA	2.22
	001210	147939 CRH - LT100 1-IN STR L/T CONN	1 EA	CRH	326.00 / 100	EA	3.26
	001220	147941 CRH - LT125 1-1/4 STR L/T CONN	1 EA	CRH	559.00 / 100	EA	5.59
	001230	147942 CRH - LT150 1-1/2 STR L/T CONN	1 EA	CRH	797.00 / 100	EA	7.97
	001240	147943 CRH - LT200 2-IN STR L/T CONN	1 EA	CRH	1,458.00 / 100	EA	14.58
	001250	147945 CRH - LT300 3-IN STR L/T CONN	1 EA	CRH	79.54 / 1	EA	79.54
	001260	725811 CRH - LT400 4-IN STR L/T CONN	1 EA	CRH	93.10 / 1	EA	93.10

Border States Electric - EDI
1924 W. Trenton Road
Edinburg TX 78539-8069
Phone: 956-618-2874

Quote

BSE Quote: 22135692
Sold-to Acct #: 58607
Valid From: 08/03/2010 **To:** 11/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity		Price	Per UoM	Value
	001270	**147978** CRH - LT5090 1/2 90D L/T CONN	**1** EA	CRH	241.00 / 100	EA	2.41
	001280	**147983** CRH - LT7590 3/4 90D L/T CONN	**1** EA	CRH	368.00 / 100	EA	3.68
	001290	**147988** CRH - LT10090 1-IN 90D L/T CONN	**1** EA	CRH	745.00 / 100	EA	7.45
	001300	**147992** CRH - LT12590 1-1/4 90D L/T CONN	**1** EA	CRH	1,147.00 / 100	EA	11.47
	001310	**147998** CRH - LT15090 1-1/2 90D L/T CONN	**1** EA	CRH	1,392.00 / 100	EA	13.92
	001320	**148003** CRH - LT20090 2-IN 90D L/T CONN	**1** EA	CRH	2,033.00 / 100	EA	20.33
	001330	**775218** CRH - LT30090 3-IN 90D L/T CONN	**1** EA	CRH	104.24 / 1	EA	104.24
	001340	**775222** CRH - LT40090 4-IN 90D L/T CONN	**1** EA	CRH	126.81 / 1	EA	126.81
	001350	**152521** FLX - 1/2IN-EF-LIQ-TITE-FLX GRY 100C	**1** FT		52.00 / 100	FT	0.52
	001360	**152503** FLX - 3/4IN-EF-LIQ-TITE-FLX GRY 100C	**1** FT		68.00 / 100	FT	0.68
	001370	**152553** FLX - 1IN-EF-LIQ-TITE-FLX GRY 100C	**1** FT		99.00 / 100	FT	0.99
	001380	**152570** FLX - 1-1/4IN-EF-LIQ-TITE-FLX GRY 50C	**1** FT		141.00 / 100	FT	1.41
	001390	**152583** FLX - 1-1/2IN-EF-LIQ-TITE-FLX GRY 50C	**1** FT		252.00 / 100	FT	2.52
	001400	**152589** FLX - 2IN-EF-LIQ-TITE-FLX GRY 50C	**1** FT		304.00 / 100	FT	3.04
	001410	**152457** FLX - 3IN-UA/EFST-UL-LA/LT-LIQ-TITE-FLX 25C	**1** FT		825.00 / 100	FT	8.25
	001420	**152458** FLX - 4IN-UA/EFST-UL-LA/LT-LIQ-TITE-FLX 25C	**1** FT		1,294.00 / 100	FT	12.94
	001430	**152194** FLX - 1/2IN-STEEL-FLEX-REDUCED-WALL 100C	**1** FT		51.00 / 100	FT	0.51
	001440	**152320** FLX - 3/4IN-STEEL-FLEX-REDUCED-WALL 100C	**1** FT		70.00 / 100	FT	0.70
	001450	**152339** FLX - 1IN-STEEL-FLEX REDUCED-WALL 50C	**1** FT		128.00 / 100	FT	1.28

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Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	001460	152352 FLX - 1-1/4IN-STEEL-FLEX-REDUCED-WALL 50C	1 FT	164.00 / 100	FT	1.64
	001470	152375 FLX - 1-1/2IN-STEEL-FLEX-REDUCED-WALL 25C	1 FT	268.00 / 100	FT	2.68
	001480	152378 FLX - 2IN-STEEL FLEX REDUCED-WALL 25C	1 FT	328.00 / 100	FT	3.28
	001490	152384 FLX - 3IN-STEEL-FLEX-REDUCED-WALL 25C	1 FT	691.00 / 100	FT	6.91
	001500	152390 FLX - 4IN-STEEL-FLEX REDUCED-WALL 25C	1 FT	889.00 / 100	FT	8.89

Total Value **1,855.93**

To access BSE's Terms and Conditions of Sale, please go to
https://www.borderstateselectric.com

OPENED
9:54am
8-04-2010
Witnessed

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Harris Electric Supply · Minnesota Electric Supply

Quote

BSE Quote: 22135761
Sold-to Acct #: 58607
Valid From: 08/03/2010 **To:** 08/10/2010
PO No: .

Created By: EDICTY
Tel No: (956) 618-2874
Fax No:

Border States Electric - EDI
1924 W. Trenton Road
Edinburg TX 78539-8069
Phone: 956-618-2874

COPY

Hidalgo County Building & Grounds
PO Box 1356
Edinburg TX 78539

Inco Terms:
FOB ORIGIN

Payment Terms:
1.0 % 10th prox net 25th (25)

Taxes, if applicable, are not included.

Order Note:
ELECTRICAL MATERIAL & SUPPLIES
RFB # 2010-136-08-04-MEG
EXHIBIT "B" # 3

QUOTED PRICES ARE SUBJECT TO CHANGE IN THE EVENT OF AN INCREASE OF RAW MATREIAL.
WILL ADVISE IF PRICE CHANGES DO TO MARKET .

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000010	113799 DOTT - K6-CO ANCHOR KIT	1 EA	6.80 / 1	EA	6.80
	000020	122506 LEV - CS120-2I SP 20A 277V IV SW	1 EA	143.00 / 100	EA	1.43
	000030	122483 LEV - CR20-I IV DPLX RCPT NEMA5-20R	1 EA	101.00 / 100	EA	1.01
	000040	120624 LEV - 1451-2I SP 15A 120V IV AC SW	1 EA	52.00 / 100	EA	0.52
	000050	119328 LEV - 5320-ICP IV DPLX RCPT-NEMA5-15R	1 EA	36.00 / 100	EA	0.36
	000060	1995506 LEV - 7899-I SMART LOCK PRO GFCI 20A IVORY	1 EA	9.26 / 1	EA	9.26
	000070	152462 FLX - 12/2-MC-SOL-120V-AL BK/WT 250C	1,000 FT	416.00 / 1,000	FT	416.00
	000080	152461 FLX - 12/3-MC-SOL-120V-AL BK/RD/WT 250C	1,000 FT	713.14 / 1,000	FT	713.14
	000090	152428 FLX - 10/2-MC-SOL-120V-AL BK/WT 250C	1,000 FT	885.37 / 1,000	FT	885.37
	000100	152434 FLX - 10/3-MC-SOL-120V-AL BK/RD/WT 250C	1,000 FT	1,240.79 / 1,000	FT	1,240.79
	000110	156088 SQD - QO120 SP-120/240V-20A CB	1 EA	7.12 / 1	EA	7.12
	000120	156120 SQD - QOB120 SP-120/240V-20A CB	1 EA	20.56 / 1	EA	20.56

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Quote

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Valid From: 08/03/2010 **To:** 08/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000130	**156090** SQD - QO130 SP-120/240V-30A CB	1 EA	8.06 / 1	EA	8.06
	000140	**156121** SQD - QOB130 SP-120/240V-30A CB	1 EA	20.56 / 1	EA	20.56
	000150	**156092** SQD - QO140 SP-120/240V-40A CB	1 EA	9.05 / 1	EA	9.05
	000160	**156122** SQD - QOB140 SP-120/240V-40A CB	1 EA	20.56 / 1	EA	20.56
	000170	**156093** SQD - QO150 SP-120/240V-50A CB	1 EA	9.05 / 1	EA	9.05
	000180	**156123** SQD - QOB150 SP-120/240V-50A CB	1 EA	20.56 / 1	EA	20.56
	000190	**553506** SQD - QO160 SP-120/240V-60A CB	1 EA	9.05 / 1	EA	9.05
	000200	**558534** SQD - QOB160 SP-120/240V-60A CB	1 EA	20.56 / 1	EA	20.56
	000210	**156096** SQD - QO220 2P-120/240V-20A CB	1 EA	15.59 / 1	EA	15.59
	000220	**156125** SQD - QOB220 2P-120/240V-20A CB	1 EA	45.99 / 1	EA	45.99
	000230	**156098** SQD - QO230 2P-120/240V-30A CB	1 EA	15.59 / 1	EA	15.59
	000240	**156126** SQD - QOB230 2P-120/240V-30A CB	1 EA	45.99 / 1	EA	45.99
	000250	**156099** SQD - QO240 2P-120/240V-40A CB	1 EA	15.59 / 1	EA	15.59
	000260	**156127** SQD - QOB240 2P-120/240V-40A CB	1 EA	45.99 / 1	EA	45.99
	000270	**156100** SQD - QO250 2P-120/240V-50A CB	1 EA	15.59 / 1	EA	15.59
	000280	**156128** SQD - QOB250 2P-120/240V-50A CB	1 EA	45.99 / 1	EA	45.99
	000290	**156102** SQD - QO260 2P-120/240V-60A CB	1 EA	15.59 / 1	EA	15.59
	000300	**156129** SQD - QOB260 2P-120/240V-60A CB	1 EA	45.99 / 1	EA	45.99
	000310	**156105** SQD - QO320 3P-240V-20A CB	1 EA	114.38 / 1	EA	114.38

Border States Electric - EDI
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Quote

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Valid From: 08/03/2010 **To:** 08/10/2010

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000320	156132 SQD - QOB320 3P-240V-20A CB	1 EA	151.42 / 1	EA	151.42
	000330	156106 SQD - QO330 3P-240V-30A CB	1 EA	114.38 / 1	EA	114.38
	000340	156133 SQD - QOB330 3P-240V-30A CB	1 EA	151.42 / 1	EA	151.42
	000350	156108 SQD - QO340 3P-240V-40A CB	1 EA	114.38 / 1	EA	114.38
	000360	156134 SQD - QOB340 3P-240V-40A CB	1 EA	151.42 / 1	EA	151.42
	000370	156109 SQD - QO350 3P-240V-50A CB	1 EA	114.38 / 1	EA	114.38
	000380	156135 SQD - QOB350 3P-240V-50A CB	1 EA	151.42 / 1	EA	151.42
	000390	156110 SQD - QO360 3P-240V-60A CB	1 EA	114.38 / 1	EA	114.38
	000400	156137 SQD - QOB360 3P-240V-60A CB	1 EA	151.42 / 1	EA	151.42
	000410	2251639 THHN - SS-THHN-500-BLK-37STR-CU-1000R	1 FT	8,540.00 / 1,000	FT	8.54
	000420	2251589 THHN - SS-THHN-350-BLK-37STR-CU-1000R	1 FT	6,030.00 / 1,000	FT	6.03
	000430	2334451 THHN - SS-THHN-300-BLK-37STR-CU-1000R	1 FT	5,150.00 / 1,000	FT	5.15
	000440	2251545 THHN - SS-THHN-250-BLK-37STR-CU-1000R	1 FT	4,320.00 / 1,000	FT	4.32
	000450	2298070 THHN - SS-THHN-3-BLK-19STR-CU-1000R	1 FT	930.00 / 1,000	FT	0.93
	000460	2251517 THHN - SS-THHN-2-BLK-19STR-CU-2500R	1 FT	1,170.00 / 1,000	FT	1.17
	000470	156228 THHN - THHN-10-BLK-19STR-CU-2@500CTN	1,000 FT	185.59 / 1,000	FT	185.59
	000480	2251601 THHN - SS-THHN-4-BLK-19STR-CU-2500R	1 FT	740.00 / 1,000	FT	0.74
	000490	156009 THHN - THHN-12-BLK-19STR-CU-4@500CTN	~~500~~ 1000 FT	120.54 / 1,000	FT	~~60.27~~ 120.54 AC
	000500	2251494 THHN - SS-THHN-1-BLK-19STR-CU-2500R	1 FT	1,480.00 / 1,000	FT	1.48

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Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000510	2251705 THHN - SS-THHN-8-BLK-19STR-CU-5000R	1 FT	300.00 / 1,000	FT	0.30
	000520	2251657 THHN - SS-THHN-6-BLK-19STR-CU-5000R	1 FT	470.00 / 1,000	FT	0.47
	000530	118374 INT - K4221C 120V PHOTOCONTROL SWIVEL MTG	1 EA	10.46 / 1	EA	10.46
	000540	156288 SQD - PK49SP GRAY PAINT ATTENTION: Hazardous material: ORM-D hazard class. DO NOT SHIP AIR!!!!	1 EA	20.79 / 1	EA	20.79
	000550	2271999 GELA - 95A/CL-PROLINE-130 INCAND 72023 GELA	1 EA	0.34 / 1	EA	0.34
	000560	1954725 LENS - APR100 2X4 ACRYLIC LENS	1 EA	8.74 / 1	EA	8.74
	000570	1442736 BUR - CT50175C 8IN NYL CABLE TIE	100 EA	3.78 / 100	EA	3.78
	000580	1442739 BUR - CT50300C 11.75IN NYL CABLE TIE	100 EA	5.69 / 100	EA	5.69
	000590	160608 THM - 52C14-5/8 4SQ5/8D 1G RNG	1 EA	40.00 / 100	EA	0.40
	000600	161073 THM - 53151-1/2&3/4 4SQ1-1/2D EXT	1 EA	139.00 / 100	EA	1.39
	000610	108246 THM - CCB 1G RT BLANK COVER	1 EA	64.00 / 100	EA	0.64
	000620	108035 THM - 2CCB 2G RT BLANK COVER	1 EA	135.00 / 100	EA	1.35
	000630	160976 THM - 52151-1/2&3/4-EW 4SQ BOX	1 EA	48.00 / 100	EA	0.48
	000640	157951 SQD - QO130L150G LD-CNTR BOX&INT	1 EA	147.40 / 1	EA	147.40
	000650	158088 SQD - QO142L225G LD-CNTR BOX&INT	1 EA	286.89 / 1	EA	286.89
	000660	120254 LEV - 80701-I NYL 1-TOGGLE SW PLT	1 EA	20.00 / 100	EA	0.20
	000670	120297 LEV - 80709-I NYL 2-TOGGLE SW PLT	1 EA	41.00 / 100	EA	0.41
	000680	120277 LEV - 80703-I NYL 1-DPLX OUTLET PLT	1 EA	19.00 / 100	EA	0.19

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Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per UoM	Value
	000690	120321 LEV - 80716-I NYL 2G DUPLX PLT	1 EA	41.00 / 100	EA	0.41
	000700	119087 LEV - 1453-2I 3WY 15A 120V IV AC SW	1 EA	89.00 / 100	EA	0.89
	000710	160508 THM - 52C1 4SQ FLAT BLANK COVER	1 EA	25.00 / 100	EA	0.25
	000720	561063 THM - RS8 COVER F/2RCPT	1 EA	97.00 / 100	EA	0.97
	000730	160268 THM - RS9 COVER F/SW	1 EA	99.00 / 100	EA	0.99
	000740	561052 THM - RS5 STEEL COVER INDUS 2G SWITCH	1 EA	116.00 / 100	EA	1.16
	000750	160134 THM - RS12-30 COVER F/1DPLXRCPT	1 EA	98.00 / 100	EA	0.98
	000760	121647 LEV - 2310 LKG FLUSH RECEPTACLE 20AMP 120V	1 EA	1,515.00 / 100	EA	15.15
	000770	122153 LEV - 2610 LKG FLUSH RCPT 3 0AMP 120V	1 EA	2,046.00 / 100	EA	20.46
	000780	121636 LEV - 2311 LKG PLUG L5-20P 20AMP 120V MALE	1 EA	1,132.00 / 100	EA	11.32
	000790	121638 LEV - 2313 LKG CONN L5-20R 20AMP 120V FEMALE	1 EA	1,823.00 / 100	EA	18.23

Total Value **5,891.66**

To access BSE's Terms and Conditions of Sale, please go to
https://www.borderstateselectric.com

OPENED
9:54am
8-04-2010
Witnessed

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

REQUIREMENTS AGREEMENT
C-10-136-08-24

THIS AGREEMENT (the "Agreement") is entered into as of the 24th day of August, 2010 by and between **Border States Electric Industries, Inc., a North Dakota Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Electrical Material & 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 "RFB") for a period of one year; and

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good a 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 **"Electrical Material & Supplies"** in the areas of **HIDALGO COUNTY** projects for the effective period of (1) one year from September 14, 2010 to September 13, 2011 with the option to renew for an additional two (2) one (1) year term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

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

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

4. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

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

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

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

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

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

If to Seller: **Border States Electric Industries, Inc.**
Alfonso Cerda
1924 W Trenton Rd
Edinburg, Texas 78539

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

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

July 19, 2010

_____

_____

_____

Re: **HIDALGO COUNTY FACILITIES MANAGEMENT**
Request for Bids -**"Electrical Materials and Supplies"**
Bid No: 2010-136-08-04-MEG

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

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

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS AND SUPPLIES"
Bid No: 2010-136-08-04-MEG

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__4__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Requirements Agreement, consisting of __4__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

July 19, 2010
Date

REQUEST FOR BIDS

HIDALGO COUNTY FACILITIES MANAGEMENT "ELECTRICAL MATERIALS AND SUPPLIES"

BID OPENING DATE: AUGUST 04, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT– ELECTRICAL MATERIALS AND 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 FACILITIES MANAGEMENT ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY FACILITIES MANAGEMENT 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-2010-136-08-04-MEG HIDALGO COUNTY FACILITIES MANAGEMENT–"ELECTRICAL MATERIALS AND 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, AUGUST 04, 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-2010-136-08-04-MEG-HIDALGO COUNTY FACILITIES MANAGEMENT –"ELECTRICAL MATERIALS AND SUPPLIES."**

   HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT..

3. HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT. 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT--"ELECTRICAL MATERIALS & 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 FACILITIES MANAGEMENT
P.O. BOX 1356
Edinburg, Texas 78539
Attn: Richard Sunday Director,
(956) 318-2646/ ext 4358

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**AUGUST 04, 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 FACILITIES MANAGEMENT ("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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT, 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 FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS AND SUPPLIES"
BID NO.: 2010-136-08-04-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT 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 FACILITIES MANAGEMENT reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

SPECIFICATIONS:
Hidalgo County is seeking to encompass all services related to Electrical Materials and/or Supplies on an "As Needed Basis". The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Facilities Management. If items other than the model and manufacturer referenced in these specifications are offered, bidder should include descriptive literature, including specifications describing products offered as equal to, or better than required.

The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Scope of Services:
The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

REQUIREMENTS:

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.
2. Vendor will provide Original Equipment Manufacturer (OEM) parts as requested.
3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
5 The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates 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 add or delete during the term of the contract under the same rates and conditions.

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. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County Determines it is in its best interest to do so.

8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. 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.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall

be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, JULY 28, 2010 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY JULY 30, 2010 @ 5:00 P.M.

Electrical Materials and Supplies including, but not limited to, the following:

12/2 w/ground romex wire	10/2 w/ground romex wire
romex connectors straight	romex connectors angle
½' EMT conduit	¾" EMT conduit
1" EMT conduit	1 ¼ EMT conduit
1 ½" EMT conduit	2" EMT conduit
3" EMT conduit	4" EMT conduit
½' PVC conduit	¾" PVC conduit
1" PVC conduit	1 ¼" PVC conduit
1 ½" PVC conduit	2" PVC conduit
3" PVC conduit	3 ½" PVC conduit
4" PVC conduit	½" galvanize conduit
¾" galv. Conduit	1" galv. Conduit
2" galv. Conduit	1 ½" galv. Conduit

1	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT connectors straight
3	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT straps 1 hole
5	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	PVC straps 1 hole
7	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings die cast set screw
9	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings steel cast set screw
11	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	EMT couplings compressing tight
13	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Aluminum LB conduit with cover & gasket
15	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Galvanize conduits with cover & gasket
17	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield flrx connectors-angle
19	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Sealtight flex connectors-angle
21	½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4"	Greenfield

	#3		
1	¼ anchor bits-complete kits	34	#1 thhn wire stranded and solid
2	3/8 anchor bits- complete kits	35	#8 thhn wire stranded and solid
3	½" anchor bits-complete kits	36	#6 thhn wire stranded and solid
4	¾" anchor bits-complete kits	37	120 volt photocells
5	20 amp toggle switches	38	Galvanize spray
6	20 amp duplex receptacle	39	100 watt light bulbs
7	15 amp toggles switches	40	100 watt lamps
8	15 amp duplex receptacle	41	2x4 lamp lens
9	20 amp gfi duplex receptacle	42	2x2 lamps lens
10	MC cable 12/2, 12/3, 10/2, 10/3 with ground	43	¼ plastic anchor kits
11	[redacted]	44	8" cable ties
12	[redacted]	45	10" cable ties
13	[redacted]	46	12" cable ties
14	[redacted]	47	Plastic rings
15	[redacted]	48	Extension rings
16	[redacted]	49	Weatherproof covers 1 gang
17	[redacted]	50	Weatherproof covers 2 gang
18	[redacted]	51	4 sq. boxes EMT, PVC & Cast Iron
19	[redacted]	52	240v 1 phase load center 30 circuit
20	[redacted]	53	120v 1 phase load center 42 circuit
21	20 amp 3 pole breakers snap on & bolt on	54	Toggle switch plates
22	30 amp 3 pole breakers snap on & bolt on	55	Toggle 2 gang plates
23	40 amp 3 pole breakers snap on & bolt on	56	Receptacle plates 1 gang
24	50 amp 3 pole breakers snap on & bolt on	57	Receptacle plates 2 gang
25	60 amp 3 pole breakers snap on & bolt on	58	Lo Amp 3 way switches
26	500 mcm thhn wire	59	150 Watt/175Watt/150 Watt High Base Bulbs
27	350 mcm thhn wire	60	4x4 Industrial Covers
28	300 mcm thhn wire	61	4x4 Industrial Quad outlet covers
29	250 mcm thhn wire	62	4x4 Industrial Single Pole switch
30	#3 mcm thhn wire	63	4x4 Industrial 2 Pole switch
31	#2 mcm thhn wire	64	4x4 Industrial 1 Device Cover
32	#10 thhn wire stranded	65	20 AMP-twist lock outlets; 30 AMP-twist lock outlet
33	#4 thhn wire stranded and solid	66	20 AMP-Male Adapters (for Outlet)
34	#12 thhn wire stranded and solid	67	20 AMP-Female Adapters

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

_____

_____

_____

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

_____

_____

_____

WARRANTY:

_____

_____

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

#1

1	12/2 w/ground romex wire			¾"PVC conduit	
2	10/2 w/ground romex wire			1" PVC conduit	
3	romex connectors straight			1 ¼" PVC conduit	
4	romex connectors angle			1 ½" PVC conduit	
5	½' EMT conduit			2" PVC conduit	
6	¾" EMT conduit			3" PVC conduit	
7	1" EMT conduit			3 ½" PVC conduit	
8	1 ¼ EMT conduit			4" PVC conduit	
9	1 ½" EMT conduit			½" galvanize conduit	
10	2" EMT conduit			¾" galv. Conduit	
11	3" EMT conduit			1" galv. Conduit	
12	4" EMT conduit			2" galv. Conduit	
13	½' PVC conduit			1 ½" galv. Conduit	

#2

#2	1 EMT Coupling steel straight	2 EMT Connectors angle	3 EMT Straps-2 Holes	4 EMT Straps-2 Holes
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	5 PVC Straps - 1 Hole	6 PVC Straps -2 Holes	7 EMT Coupling die cast set screw	8 EMT Connectors die cast set screw
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	9 EMT Couplings steel cast set screw	10 EMT Connectors steel cast set screw	11 EMT Couplings compressing tight	12 EMT Connectors compressing tight
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
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#2	13 Aluminum LB conduiets w/ covers & gasket	14 Malleable Iron conduibt w/cover &gasket	15 Galvanized conduibt w/cover & gaskets	16 Greenfield flrx connectors straight
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	17 Greenfield flrx connectors-angle	18 Sealtight flex connectors straight	19 Sealtight flex connectors angle	20 Sealtight
Size	Price	Price	Price	Price
½"				
¾"				
1"				
1 ¼"				
1 ½"				
2"				
3"				
4"				

#2	21 Greenfield
Size	Price
½"	
¾"	
1"	
1 ¼"	
1 ½"	
2"	
3"	
4"	

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
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3

1	¼ anchor bits-complete kits		
2	3/8 anchor bits- complete kits		
3	½" anchor bits-complete kits		
4	¾" anchor bits-complete kits		
5	20 amp toggle switches		
6	20 amp duplex receptacle		
7	15 amp toggles switches		
8	15 amp duplex receptacle		
9	20 amp gfi duplex receptacle		
10	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground		
11	20 amp 1 pole breakers	snap on	
		bolt on	
12	30 amp 1 pole breakers	snap on	
		bolt on	
13	40 amp 1 pole breakers	snap on	
		bolt on	
14	50 amp 1 pole breakers	snap on	
		bolt on	
15	60 amp 1 pole breakers	snap on	
		bolt on	
16	20 amp 2 pole breakers	snap on	
		bolt on	
17	30 amp 2 pole breakers	snap on	
		bolt on	
18	40 amp 2 pole breakers	snap on	
		bolt on	
19	50 amp 2 pole breakers	snap on	
		bolt on	
20	60 amp 2 pole breakers	snap on	
		bolt on	
21	20 amp 3 pole breakers	snap on	
		bolt on	
22	30 amp 3 pole breakers	snap on	
		bolt on	
23	40 amp 3 pole breakers	snap on	
		bolt on	
24	50 amp 3 pole breakers	snap on	
		bolt on	
25	60 amp 3 pole breakers	snap on	
		bolt on	
26	500 mcm thhn wire		
27	350 mcm thhn wire		
28	300 mcm thhn wire		
29	250 mcm thhn wire		
30	#3 mcm thhn wire		
31	#2 mcm thhn wire		
32	#10 thhn wire stranded		
33	#4 thhn wire stranded and solid		
34	#12 thhn wire stranded and solid		
35	#1 thhn wire stranded and solid		
36	#8 thhn wire stranded and solid		
37	#6 thhn wire stranded and solid		
38	120 volt photocells		
39	Galvanize spray		
40	100 watt light bulbs		
41	100 watt lamps		
42	2x4 lamp lens		
43	2x2 lamps lens		
44	¼ plastic anchor kits		
45	8" cable ties		
46	10" cable ties		
47	12" cable ties		
48	Plastic rings		
49	Extension rings		
50	Weatherproof covers 1 gang		
51	Weatherproof covers 2 gang		
52	4 sq. boxes EMT, PVC & Cast Iron		
53	240v 1 phase load center 30 circuit		
54	120v 1 phase load center 42 circuit		
55	Toggle switch plates		
56	Toggle 2 gang plates		
57	Receptacle plates 1 gang		
58	Receptacle plates 2 gang		
59	Lo Amp 3 way switches		
60	150 watt/175watt/150 watt high base bulbs		
61	4x4 Industrial Covers		
62	4x4 Industrial Quad outlet covers		
63	4x4 Industrial Single Pole switch		
64	4x4 Industrial 2 Pole switch		
65	4x4 Industrial 1 Device Cover		
66	20 AMP-twist lock outlets; 30 AMP-twist lock outlet		
67	20 AMP-Male Adapters (for Outlet)		
	20 AMP-Female Adapters		

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WARRANTY:

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NO/FAX NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

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

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

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

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

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

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

Revised 10/01/08

	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	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					

SAMPLE

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

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

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

Insurance Requirement Acknowledgment

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

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
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.	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

VENDOR'S APPLICATION
&
W-9 FORM

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (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:

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

❒ Black American ❒ Native American
❒ Hispanic American ❒ Women
❒ Asian Pacific American ❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ❒Yes ❒ No

If yes, by whom? ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"

RFB: 2010-136-08-04-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

c. Are not presently 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"
PAYMENT SCHEDULE

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

OPENED 9:54am 8-24-2010 Witnessed

#1

	12/2 w/ground romex wire	328.78M	¾"PVC conduit	16.14c
	10/2 w/ground romex wire	548.00M	1" PVC conduit	23.56c
	romex connectors straight ½"	83.99c	1 ¼" PVC conduit	33.86c
	romex connectors angle ½"	28.60c	1 ½" PVC conduit	39.19c
	½' EMT conduit	17.92c	2" PVC conduit	49.72c
	¾" EMT conduit	35.26c	3" PVC conduit	102.61c
	1" EMT conduit	59.91c	3 ½" PVC conduit	131.15c
	1 ¼ EMT conduit	94.58c	4" PVC conduit	143.55c
	1 ½" EMT conduit	113.47c	½" galvanize conduit	119.05c
	2" EMT conduit	141.21c	¾" galv. Conduit	126.12c
	3" EMT conduit	307.26c	1" galv. Conduit	188.62c
	4" EMT conduit	436.71c	2" galv. Conduit	400.51c
	½' PVC conduit	14.98c	1 ½" galv. Conduit	310.41c

#2

#2				
Size	Price	Price	Price	Price
½"	—	—	.07ea	.08ea
¾"	—	—	.12ea	.08ea
1"	—	—	.17ea	.14ea
1 ¼"	—	—	.24ea	.24ea
1 ½"	—	—	.40ea	.26ea
2"	—	—	.49ea	.36ea
3"	—	—	—	—
4"	—	—	—	—

#2	½" EMT Coupling steel plast set screw	½" EMT Connectors steel plast set screw	½" EMT Coupling compressing tight	½" EMT Connectors compressing tight
Size	Price	Price	Price	Price
½"	~~.19ea~~	.17ea	.25ea	~~.37ea~~ .23ea
¾"	~~.21ea~~	.21ea	.40ea	~~.72ea~~ .37ea
1"	~~.38ea~~	.38ea	.74ea	~~1.33ea~~ .72ea
1 ¼"	~~.39ea~~	.39ea	1.32ea	~~1.78ea~~ 1.33ea
1 ½"	~~.35ea~~	.35ea	1.91ea	~~2.28ea~~ 1.78ea
2"	~~.43ea~~	.43ea	2.43ea	~~6.65~~ 2.28ea
3"	—	—	5.50ea	6.65ea
4"	—	—	7.48ea	10.09ea

#2	½" EMT Coupling steel plast set screw	½" EMT Connectors steel plast set screw	½" EMT Coupling compressing tight	½" EMT Connectors compressing tight
Size	Price	Price	Price	Price
½"	.14ea	.13ea	.28ea	.23ea
¾"	.20ea	.19ea	.36ea	.27ea
1"	.34ea	.43ea	.64ea	.58ea
1 ¼"	.75ea	.71ea	1.06ea	.95ea
1 ½"	1.16ea	1.03ea	1.59ea	1.62ea
2"	1.50ea	1.48ea	2.03ea	2.14ea
3"	3.64ea	4.91ea	8.92ea	8.61ea
4"	4.89ea	7.42ea	14.36ea	12.37ea

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

Note "1"

Note "2"

#2	13. Aluminum LB conduit w/ gasket & cover	14. Malleable iron conduit w/ cover & gasket	15. Galvanized conduit w/cover & gasket	16. Greenfield flex connectors straight
Size	Price	Price	Price	Price
½"	3.97 ea	10.66 ea	—	.60 ea
¾"	6.14 ea	12.77 ea	—	1.17 ea
1"	4.88 ea	19.25 ea	—	2.68 ea
1 ¼"	14.94 ea	30.65 ea	—	5.91 ea
1 ½"	14.89 ea	39.59 ea	—	8.52 ea
2"	17.15 ea	65.34 ea	—	11.6 ea
3"	75.76 ea	—	—	24.06
4"	151.75 ea	—	—	93.88

#2	17. Greenfield flex connectors angle	18. Sealtight flex connectors straight	19. Sealtight flex connectors angle	20. Sealtight
Size	Price	Price	Price	Price
½"	.93 ea	1.47 ea	2.41 ea	.52 ft
¾"	1.80 ea	2.22 ea	3.68 ea	.68 ft
1"	6.84 ea	3.26 ea	7.45 ea	.94 ft
1 ¼"	9.30 ea	5.59 ea	11.47 ea	1.41 ft
1 ½"	27.01 ea	7.97 ea	13.92 ea	2.52 ft
2"	25.21 ea	14.58 ea	20.33 ea	3.04 ft
3"	92.99 ea	79.54 ea	104.24 ea	8.25 ft
4"	272.06 ea	93.10 ea	176.81 ea	12.94 ft

#2	21. Liquid tight flex conduit
Size	Price
½"	.51 ft
¾"	.70 ft
1"	1.28 ft
1 ¼"	1.64 ft
1 ½"	2.68 ft
2"	3.28 ft
3"	6.91 ft
4"	8.89 ft.

Note "1" ° price for LB only, gasket & cover seperate see attachment

Note "2" ° price for LB only, gasket & cover seperate see attachment.

OPENED
9:54 am
8-04-2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

OPENED 9:54am 8-04-2010 Witnessed

3

1	¼ anchor bits-complete kits		6.80ea	49	#1 thhn wire stranded and solid	*	1.48ft
2	3/8 anchor bits- complete kits		—	50	#8 thhn wire stranded and solid	*	.30ft
3	½" anchor bits-complete kits		—	51	#6 thhn wire stranded and solid	*	.47ft
4	⅝" anchor bits-complete kits		—	52	120 volt photocells		10.46ea
5	20 amp toggle switches		1.43ea	53	Galvanize spray		20.79ea
6	20 amp duplex receptacle		1.01ea	54	100 watt light bulbs		.34ea
7	15 amp toggles switches		.52ea	55	100 watt lamps		—
8	15 amp duplex receptacle		.36ea	56	2x4 lamp lens		8.74ea
9	20 amp gfi duplex receptacle		9.26ea	57	2x2 lamps lens		—
10	MC cable 12/2, 12/3, 10/2, 10/3 w/ ground		416.00m	58	¼ plastic anchor kits		—
11			7.12ea	59	8" cable ties	3.78c	~~5.69c~~
12			20.56ea	60	10" cable ties	N/A	~~5.69c~~
13			8.06ea	61	12" cable ties		5.69c
14			20.56ea	62	Plastic rings	sldevice s/bRaise	.40ea
15			9.05ea	63	Extension rings	4X4 Ext.	1.39ea
16			20.56ea	64	Weatherproof covers 1 gang		.64ea
17			9.05ea	65	Weatherproof covers 2 gang		1.35ea
18			20.56ea	66	4 sq. boxes EMT, ~~PVC & Cast Iron~~	4X4	.48ea
19			15.59ea	67	240v 1 phase load center 30 circuit	QO130L150G	147.40ea
20			45.99ea	68	120v 1 phase load center 42 circuit	QO142L225G	286.89ea
21			15.59ea	69	Toggle switch plates	Plastic	.20ea
22			45.99ea	70	Toggle 2 gang plates	Plastic	.41ea
23			15.59ea	71	Receptacle plates 1 gang	Plastic	.19ea
24			45.99ea	72	Receptacle plates 2 gang	Plastic	.41ea
25			15.59ea	73	Lo Amp 3 way switches	3 way 15 AMP	.89ea
26	20 amp 3 pole breakers	snap on	114.38ea	74	150 watt/175watt/150 watt high base bulbs		—
		bolt on	151.42ea	75	4x4 Industrial Covers	Blank cover	.25ea
27	30 amp 3 pole breakers	snap on	114.38ea	76	4x4 Industrial Quad outlet covers		.97ea
		bolt on	151.42ea	77	4x4 Industrial Single Pole switch		.99ea
28	40 amp 3 pole breakers	snap on	114.38ea	78	4x4 Industrial 2 Pole switch		1.16ea
		bolt on	151.42ea	79	4x4 Industrial 1 Device Cover		.98ea
29	50 amp 3 pole breakers	snap on	114.38ea	80	20 AMP-twist lock outlets, 30 AMP-twist lock outlet		15.15ea 20.46ea
		bolt on	151.42ea	81	20 AMP-Male Adapters (for Outlet)		11.32ea
30	60 amp 3 pole breakers	snap on	114.38ea	82	20 AMP-Female Adapters		13.23ea
		bolt on	151.42ea				
31	500 mcm thhn wire	*	8.54ft				
32	350 mcm thhn wire	*	6.02Ft				
33	300 mcm thhn wire	*	5.15ft				
34	250 mcm thhn wire	*	4.32Ft				
35	#3 mcm thhn wire	*	.93ft				
36	#2 mcm thhn wire	*	1.17ft				
37	#10 thhn wire stranded	*	185.59m				
38	#4 thhn wire stranded and solid	*	.74Ft				
39	#12 thhn wire stranded and solid	*	126.54 ~~60.27m~~				

Vote "3"

Vote "3" & see attachment for rest of the items.

* price on wire subject to change without notice

EXHIBIT "B"
HIDALGO COUNTY FACILITIES MANAGEMENT
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2010-136-08-04-MEG

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

Only on special orders item, Lead time may vary

Non stock item.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

If Factory has the item we can ship it UPS Next Day Air

WARRANTY:

Yes, on factory defects

BIDDER/COMPANY NAME: Border States Electric

ADDRESS: 1924 W Trenton Rd

CITY/STATE/ZIP: Edinburg, Tx 78539

PHONE NO/FAX NO: 618-2874 - 668-1971

E-MAIL ADDRESS: acerda@border-states.com

AUTHORIZED SIGNATURE: Alfonso Cerda

TITLE: Account Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2009

PRODUCER
Marsh USA Inc.
600 Renaissance Center
Suite 2100
Detroit, MI 48243
Attn: EDIC Team F: 313-393-6505
06297 -00119--2010

THIS CERTIFICATION 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
BORDER STATES INDUSTRIES, INC
PO BOX 2767
FARGO, ND 58108

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co	16535
INSURER B: N/A	N/A
INSURER C: Federal Insurance Company	20281
INSURER D:	
INSURER E: N/A	N/A

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 GENERAL AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GLO2866124-09	01/01/2010	01/01/2011	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS	BAP2866125-09	01/01/2010	01/01/2011	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	$ $ $
C		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	7983-33-01	01/01/2010	01/01/2011	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A		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	WC2866123-09	01/01/2010	01/01/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

JAN 06 2010

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
WORKERS' COMPENSATION DOES NOT APPLY TO THE MONOPOLISTIC STATES (ND, OH, WA, WV, AND WY), PUERTO RICO, OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER CHI-002532749-19

THE COUNTY OF HIDALGO
ATTN: MARY A. MALDONADO - CONTRACTS MGR
100 E CANO
4TH FLOOR
ADM BLDG
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 of Marsh USA Inc.
John C Hurley

ACORD 25 (2009/01)

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AI-22552 **24.D.1.**

BCAP - Pct 4- Round III - Approval of Final Construction Contract-Colonia Esperanza # 2

CC REGULAR

Date:	08/24/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Approval of final construction contract (as approved by CC to award on 06-29-10) for C-CAP-10-171-06-29 Road & Drainage Construction for Colonia Esperanza # 2 between Hidalgo County and Total Commitment, LLC in the amount of $117,713.00.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up due to contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract. (Project Engineer: Quintanilla, Headley & Associates)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Fund 1200&1312

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

BUDGETARY IMPACT:

Colonia Esperanza# 2
Available balance as of 8-20-10:

0-1312-431-00-124-844-0-731 $88,346.28
0-1200-431-00-124-844-0-731 $24,381.42
0-1312-431-00-124-844-0-733 $19,328.00

Attachments

Link: col esperanza2 22552

Link: col epseranza2 ai req 22552

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2010 10:48 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2010 11:19 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/20/2010 03:23 PM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:47 PM	APRV

5	Mike Escaname	08/20/2010 05:29 PM	NEW
Form Started By: Yvette Islas		Started On: 08/17/2010 01:24 PM	
Final Approval Date: 08/20/2010			

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP 10-171-06-29

This Agreement, entered into this 29 day of June, 2010 by and between Hidalgo County (hereinafter called the "OWNER," and Total Commitment, LLC (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

COLONIA ESPERANZA UNIT # 2

Hereinafter called the project, for the sum of **One Hundred Seventeen Thousand Seven Hundred Thirteen Dollars and Zero Cents ($ 117,713.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **QUINTANILLA, HEADLEY & ASSOCIATES INC.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive caldender days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONER'S COURT ON , June 29 , 2010

CONTRACTOR:
Print Name & Title Pedro A. Gutierrez, Jr. Member
Name of Firm: Total Commitment, L.L.C.
Address: 11435 N. Bryan Road.
Mission, Texas 78573
Fed. ID# / SS#: 84-1657330

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 13th day of July 2010.
by Member (Title) of and on behalf of Total Commitment, L.L.C (A corporation).

Notary Public Signature

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY:

ATTEST:

Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO:

Rene Ramirez, County Judge

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"Valde "; "John Paul Lugo"; "Gloria Beltran"; juan.carranza@co.hidalgo.tx.us; "Katia Garcia"; "dina trevino"; "Marcie Jackson"
Subject:	Agenda Item - Final negotiated contract Colonia Esperanza
Date:	Tuesday, August 17, 2010 2:56:45 PM
Attachments:	exp report aug172010 road and bridge.PDF exp report aug172010.PDF Cost Breakdown new bid colonia esperanza.xls

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Yvette, please place the following item on CC agenda for Tuesday 24th August 2010:

Approval of final negotiated contract for Precinct 4 – 3rd Call Border Colonias Project: Colonia Esperanza #2 (CSJ: 3C1080844);

Awarded On: 29th June 2010
Contractor: Total Commitment, LLC; Mission, TX
Project Engineer: Quintanilla, Headley and Associates, Inc.
Account: 9-1311-431-00-123-844-0-731 & 733

Please see attachments and check contract numbers.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!