

AI-23208

2.A.

transfer of funds - Tx. Agrilife Ext.

CC CONSENT

Date: 09/28/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Texas AgriLife Extension Service (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	09/24/2010 04:55 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
Form Started By: Monica Badillo		Started On: 09/24/2010 04:55 PM		

AI-23201

2.B.

LINE ITEM TRANSFER

CC CONSENT

Date: 09/28/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-21-170-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:49 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 04:20 PM	APRV
3	Erika Zamora	Angela Garcia	09/24/2010 04:40 PM	APRV
4	Auditor's Office	Angela Garcia	09/24/2010 05:01 PM	APRV

Form Started By: Maria Medina Started On: 09/24/2010 03:42 PM

Final Approval Date: 09/24/2010

DATE: September 24, 2010

DEPARTMENT HEAD: Ray Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

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

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO			
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-21-170-001-0-550	Printing & Binding	→	0-1100-415-21-170-001-0-607	Household & Janitorial Supplies	\$56.56
		→			
		→			
		→			
		→			
		→			
		→			
TOTAL					\$56.56

REASON: To purchase janitorial supplies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-23091

2.C.

2010 Interdepartmental Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Health & Human Services Dept. - Health Clinics (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

604-->411 - \$ 3,000.00; Funding available as of 9/22/10.
560-->411 - \$ 1,000.00; Funding available as of 9/22/10.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:56 AM	APRV
2	Norma Silva	Norma Silva	09/22/2010 04:25 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:16 PM	APRV
4	Dina Trevino	Sylvia Solis	09/24/2010 03:05 PM	APRV

Form Started By: Josie Escalante

Started On: 09/21/2010 02:34 PM

Final Approval Date: 09/24/2010

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

AI-23071

2.D.

2010 Interdepartmental Transfers

CC CONSENT

Date: 09/28/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Health & Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

535-->623 - \$ 300.00; Funding available as of 9/22/10.
609-->531 - \$ 1,200.00; Funding available as of 9/22/10.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:58 PM	APRV
2	Norma Silva	Norma Silva	09/22/2010 11:13 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:33 PM	APRV

Form Started By: Josie Escalante

Started On: 09/21/2010 08:23 AM

Final Approval Date: 09/24/2010

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

AI-23118

2.E.

HUMAN SERVICES

CC CONSENT

Date: 09/28/2010
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-444-00-240-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/23/2010
640-->780; \$ 175.00
604-->780; \$ 500.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:51 AM	APRV
2	Ana Galvan	Anna Galvan	09/23/2010 04:07 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:24 PM	APRV

Form Started By: Dairen Sarmiento
Started On: 09/22/2010 10:32 AM
Final Approval Date: 09/24/2010

DATE: September 16, 2010

DEPARTMENT HEAD: Dairen Sarmiento

DEPARATMENT NAME: **HUMAN SERVICES**

ACCOUNT NUMBER: 0-1100-444-00-240-001-0-XXX

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
640	REFERENCE MATERIALS	780	CAPITAL LEASES	\$ 175.00
604	MEDICAL & LAB SUPPLIES	780	CAPITAL LEASES	\$ 500.00

TOTAL: \$ 675.00

REASON: FOR ADDITIONAL COPIES FOR THE NEXT 3 MONTHS (OCT - DEC 2010).

Dairen Sarmiento
Department Head Signature

9/16/2010
Date

Approved Commissioners' Court

Date

Attest County Clerk

AI-23062

2.F.

**Criminal Aux. Court JAG Grant- Line Item Transfer (Salary related fringes)
CC CONSENT**

Date: 09/28/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Criminal Auxiliary Court
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Criminal Auxiliary Court JAG (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1282-412-00-115-047-2-260
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Grant funds scheduled to exhaust on 01/02/011. Change of status forms to be submitted for change to new grant. Forms to be effective 01/03/2011. Availabe account balance as of 9-22-10

Attachments

Link: WORKSHEET

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/20/2010 10:27 AM	APRV
2	JC Carreon	JC Carreon	09/22/2010 09:30 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:14 PM	APRV

Form Started By: Rosie Cantu
Started On: 09/20/2010 08:58 AM
Final Approval Date: 09/24/2010

Grant #2008-JL-FX-0556
JAG DEPT 115 PROG 047 FY 2
Original Grant End Date: 09/30/2012

Projection of Salaries and Fringes for the remainder of JAG FY 12 Budget:

		*COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 9/18/2010	ANTICIPATED SURPLUS (DEFICIT)	Line Item Transfer Needed
Salaries-F/T	113	\$ 3,128.46	8	\$ 25,027.68	\$ 26,474.13	\$ 1,446.45	\$ -
Longevity Pay	115	\$ 20.00	8	\$ 160.00	\$ 950.34	\$ 790.34	\$ -
Interpreter Pay	116	\$ 230.77	8	\$ 1,846.16	\$ 2,235.32	\$ 389.16	\$ -
Health Insurance	211	\$ 225.58	8	\$ 1,804.64	\$ 4,620.13	\$ 2,815.49	\$ -
Life Insurance	212	\$ 4.50	4	\$ 18.00	\$ 16.16	\$ (1.84)	\$ 5.00
Fica	220	\$ 236.37	8	\$ 1,890.96	\$ 2,669.40	\$ 778.44	\$ -
Retirement	230	\$ 321.70	8	\$ 2,573.60	\$ 2,369.13	\$ (204.47)	\$ 220.00
Unemployment Comp.	250	\$ 16.89	8	\$ 135.12	\$ (3.77)	\$ (138.89)	\$ 145.00
Worker's Comp	260	\$ -	0	\$ -	\$ 1,327.00	\$ 1,327.00	\$ (370.00)
		\$ 4,184.27		\$ 33,456.16	\$ 40,657.84	\$ 7,201.68	

*Cost per payperiod were computed based on the most recent pay periods.

*Assuming there are no annual leave/comp-time payouts.

Pay Periods Remaining:

20	10/1/2010
21	10/15/2010
22	10/29/2010
23	11/12/2010
24	11/24/2010
25	12/10/2010
26	12/22/2010
1	1/7/2011

Note: Change of Status Forms with an effective date of 01/03/2011 should be prepared to change employee (s) from the fiscal year "0" grant to the fiscal year "1" grant in order to avoid additional deficits in these accounts.

Run Date 09/18/10 11:39 AM

Hidalgo County

Page No 1

For 09/01/10 - 09/30/10

Expenditure Summary Report

FJEXS01A

Periods 09 - 09

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1282 DESIGNATED PURPOSE GRANTS LVL 2							
0-1282-412-00-115-047-2-113	JAG-REG F/T EMPLOYEES	80,669.43	.00	6,256.92	54,195.30	26,474.13	67.18
0-1282-412-00-115-047-2-115	JAG-LONGEVITY PAY	1,315.39	.00	40.00	365.05	950.34	27.75
0-1282-412-00-115-047-2-116	JAG-INTERPRETER PAY	5,808.61	.00	461.54	3,573.29	2,235.32	61.52
0-1282-412-00-115-047-2-211	JAG-HEALTH INSURANCE	8,454.99	.00	451.16	3,834.86	4,620.13	45.36
0-1282-412-00-115-047-2-212	JAG-LIFE INSURANCE	52.16	.00	4.50	36.00	16.16	69.02
0-1282-412-00-115-047-2-220	JAG-FICA	6,760.79	.00	472.74	4,091.39	2,669.40	60.52
0-1282-412-00-115-047-2-230	JAG-RETIREMENT	7,903.39	.00	643.40	5,534.26	2,369.13	70.02
0-1282-412-00-115-047-2-250	JAG-UNEMPLOYMENT COMP	438.72	.00	33.78	442.49	-3.77	100.86
0-1282-412-00-115-047-2-260	JAG-WORKERS COMP	1,327.00	.00	.00	.00	1,327.00	.00
1282 DESIGNATED PURPOSE GRANTS LVL 2		112,730.48	.00	8,364.04	72,072.64	40,657.84	63.93
0 YEAR 0		112,730.48	.00	8,364.04	72,072.64	40,657.84	63.93

AI-23093

2.G.

transfer

CC CONSENT

Date: 09/28/2010

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Civil Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-50-190-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 9-22-10

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:55 AM	APRV
2	JC Carreon	JC Carreon	09/22/2010 02:05 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:17 PM	APRV

Form Started By: Nereida Garza

Started On: 09/21/2010 02:44 PM

Final Approval Date: 09/24/2010

DATE: 09-17-10
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: Civil Service
ACCOUNT NUMBER: 0-1100-415-50-190-001 0
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 0-1100-415-50-190-001 0

FROM:		TO:			
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT	
550	PRINTING & BINDING	601	OFFICE SUPPLIES	\$	380.00
TOTAL				\$	380.00

REASON; PURCHASE OF NEEDED SUPPLIES

Department Head Signature	Date	
Approved Commissioners' Court	Date	Attest County Clerk

AI-23146

2.H.

2010 - COUNTY CLERK'S OFFICE (1237)

CC CONSENT

Date: 09/28/2010
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - County Clerks Office (1237)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1237-415-40-180-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:06 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 02:07 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:09 PM	APRV

Form Started By: Rene Perez
Started On: 09/22/2010 03:10 PM

Final Approval Date: 09/24/2010

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

DATE: 9/22/2010

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 0-1237-415-40-180-003-0-

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
432	CC REC MGMT-EQUIP&VEH R&M SRV	431	CC REC MGMT-BLDG&OTHR STRUC	\$1,000.00
748	CC REC MGMT-OTHER EQUIPMENT	780	CC REC MGMT-CAPITAL LEASES	\$3,292.00
			TOTAL	\$4,292.00

REASON: Need funds in this account for OCE Machine.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-23144

2.I.

2009 HIDTA Grant

CC CONSENT

Date: 09/28/2010
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - HIDTA Task Force (1291)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1291-412-00-270-003-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-23-10

Attachments

Link: [Transfer#6](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:08 PM	APRV
2	JC Carreon	JC Carreon	09/23/2010 09:18 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:27 PM	APRV

Form Started By: Nelda Olivarez
Started On: 09/22/2010 03:05 PM

Final Approval Date: 09/24/2010

DATE: September 22, 2010 Transfer Number: 6

DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney / Dora L. Munoz, H.I.D.T.A. Task Force Director/Commander

DEPARTMENT NAME: Hidalgo County HIDTA Task Force

ACCOUNT NUMBER: 0-1291-412-00-270-003-9-xxx / 2009 Grant

SUBJECT: Budget Line-Item Transfers (s)



Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NO.(S)	ACCOUNT NAME	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
0-1291-412-00-270-003-9- 748	OTHER EQUIPMENT	0-1291-412-00-270-003-9- 745	COMPUTER EQUIPMENT	5,000.00
0-1291-412-00-270-003-9- 890	OTHER	0-1291-412-00-270-003-9- 745	COMPUTER EQUIPMENT	4,765.00
0-1291-412-00-270-003-9- 890	OTHER	0-1291-412-00-270-003-9- 667	MINOR SOFTWARE	450.00
0-1291-412-00-270-003-9- 890	OTHER	0-1291-412-00-270-003-9- 601	OFFICE & COMPUTER	229.50
0-1291-412-00-270-003-9- 890	OTHER	0-1291-412-00-270-003-9- 336	COMPUTER SERVICES	3,220.00
TOTAL				13,664.50

REASON: TO FUND UNANTICIPATED EXPENDITURES


Dora L. Munoz
H.I.D.T.A. Task Force Commander

9/22/2010
DATE

Attest County Clerk

DATE

Budget Officer

DATE

Approved Commissioners' Court

DATE

AI-23121

2.J.

Line Item Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Alma Ybarra, FACILITIES MANAGEMENT
Submitted For: Alma Ybarra
Department: FACILITIES MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
581-->665 \$ 658.00; Funds available as of 09/23/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:58 AM	APRV
2	Ana Galvan	Anna Galvan	09/23/2010 03:13 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:24 PM	APRV

Form Started By: Alma Ybarra
Started On: 09/22/2010 10:49 AM

Final Approval Date: 09/24/2010

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: September 22, 2010

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DEPARTMENT

ACCOUNT NUMBER: 0-1100-419-40-220-001-0-XXX

CONTACT PERSON:	DANIEL FLORES	PHONE: 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
581	TRAVEL IN COUNTY	665	MINOR COMPUTER EQUIPMENT	\$ 658.00
			TOTAL	\$ 658.00

REASON: Funds needed to purchase (2) printers /scanners to replace the ones that are not working.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23165

2.K.

Budget Line Item Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Edna Kirby, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - I.T. Dept. Justice Court Tech. (1242)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1242-412-00-060-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-23-10

Attachments

Link: [Intra-Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 11:16 AM	APRV
2	JC Carreon	JC Carreon	09/23/2010 11:28 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:17 PM	APRV

Form Started By: Edna Kirby
Started On: 09/23/2010 11:01 AM

Final Approval Date: 09/24/2010

AI-23157

2.L.

Intradepartmental transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Treasurer (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-16-150-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

851-->583 - \$ 1,000.00; Funding available as of 9/23/10.
851-->584 - \$ 500.00; Funding available as of 9/23/10.

Attachments

Link: [Line Item](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:35 PM	APRV
2	Norma Silva	Norma Silva	09/23/2010 08:59 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:12 PM	APRV

Form Started By: Fred Zamarripa

Started On: 09/22/2010 04:27 PM

Final Approval Date: 09/24/2010

Date: September 22, 2010
Department Head: Norma G. Garcia
Department Name: Treasurer's Office
Account Number: -1100-415-16-150-001-0-

Subject: Budget Line-Item Transfer(s)

Honorable commissioners' Court of Hidalgo County:

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

FROM			TO		AMOUNT
OBJECT NUMBER	ACCOUNT (OBJECT) NAME		OBJECT NUMBER	ACCOUNT (OBJECT) NAME	
851	Taxes	-->	583	Travel Out-of-County	1,000.00
851	Taxes	-->	584	Registration Fees	500.00
		-->			
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		-->			
			TOTAL		1,500.00

Reason:

To cover registration and travel expense to TCDRS Administrators Conference in Austin and registration expense to Payroll Law 2011 in McAllen.

Norma G. Garcia
Hidalgo County Treasurer

Approved Commissioners' Court

Date

Attest County Clerk

AI-23065

2.M.

Intradepartmental transfer - Co Wide Adm.

CC CONSENT

Date: 09/28/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 09/20/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:54 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/23/2010 04:04 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:12 PM	APRV

Form Started By: Sylvia Solis
Started On: 09/20/2010 11:05 AM

Final Approval Date: 09/24/2010

DATE: September 20, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Co. Wide Adm.

**ACCOUNT
NUMBER:** 0-1100-415-00-115-002-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

AI-23185

2.N.

**LINE ITEM TRANSFER
CC CONSENT**

Date: 09/28/2010
Submitted By: Patti Loya, PUBLIC DEFENDERS
Submitted For: Jaime Gonzalez
Department: PUBLIC DEFENDERS
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Public Defenders (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-30-085-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 10:20 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 02:14 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 04:16 PM	APRV

Form Started By: Patti Loya
Started On: 09/24/2010 09:27 AM

Final Approval Date: 09/24/2010

AI-23120

2.O.

Sheriff's Investigation Fund - HB 65

CC CONSENT

Date: 09/28/2010
Submitted By: Rosie Hinojosa, SHERIFF DEPT.
Submitted For: Rosie Hinojosa
Department: SHERIFF DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Sheriff's Investigation HB 65 (1227)

BACKGROUND

See attached Line Item Transfers.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1227-421-00-280-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/23/2010
748-->250 \$ 80.00
748-->540 \$ 300.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/22/2010 11:34 AM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 01:55 PM	APRV
3	Ana Galvan	Anna Galvan	09/23/2010 04:00 PM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 02:23 PM	APRV

Form Started By: Rosie Hinojosa
Started On: 09/22/2010 10:42 AM

Final Approval Date: 09/24/2010

DATE: September 22, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Sheriff's Investigation Fund 1227 - HB 65

ACCOUNT NUMBER: 0-1227-421-00-280-005-0-XXX

SUBJECT: **Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO	
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME
0-1227-421-00-280-005-0-748	Other Equipment	→ 0-1227-421-00-280-005-0-250	Unemployment Compensation
0-1227-421-00-280-005-0-748	Other Equipment	→ 0-1227-421-00-280-005-0-540	Advertising
		→	
		→	
		→	
		→	
		→	
		→	
		→	

TOTAL

REASON: Transfer needed to fund anticipated expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

	AMOUNT
	80.00
	300.00
\$	380.00

AI-23110

2.P.

23110 9-22-10 lit for Obj 535 for postage

CC CONSENT

Date: 09/28/2010
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:54 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 02:34 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:19 PM	APRV

Form Started By: Mary Garcia
Started On: 09/22/2010 08:21 AM

Final Approval Date: 09/24/2010

ATTEST COUNTY CLERK

AI-23102

2.Q.

Rental of equipment transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Budget & Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-14-115-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:51 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 02:04 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:20 PM	APRV

Form Started By: Angela Garcia
Started On: 09/21/2010 03:05 PM

Final Approval Date: 09/24/2010

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 09/21/10

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MANAGEMENT

ACCOUNT NUMBER: 0-1100-415-14-115-001-0-XXX

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
339	OTHER PROF. SERV.	442	EQUIP. & VEH. RENTALS	\$3,000.00
339	OTHER PROF. SERV.	812	SOFTWARE LICENSE RENEWALS	500.00
			TOTAL	3,500.00

REASON: NEED TO INCREASE XEROX (COPIER RENTAL) P.O.'S

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-23096

2.R.

transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE
Department: HUMAN RESOURCES/CIVIL SERVICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Human Resources (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:56 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 02:02 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:19 PM	APRV

Form Started By: Nereida Garza
Started On: 09/21/2010 02:57 PM
Final Approval Date: 09/24/2010

DATE: 09-17-10
DEPARTMENT HEAD: Esther A. Cortez
DEPARATMENT NAME: HUMAN RESOURCES
ACCOUNT NUMBER: 0-1100-415-50-190-002-0
SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
550	PRINTING & BINDING	601	SUPPLIES	\$ 2,850.00

REASON: purchase of needed supplies

TOTAL \$2,850.00

Department Head Signature Date

Approved Commissioners' Court Date Attest County Clerk

AI-23107

2.S.

Line Item Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-260-001-0
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:
\$2896.70 Available Balance as of 9/22/10 (550- Printing & Binding)
\$1500.00 Available Balance as of 9/22/10 (607- Household & Janitorial Supplies)
\$4600.00 Available Balance as of 9/22/10 (640- Reference Materials)

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:55 AM	APRV
2	JC Carreon	JC Carreon	09/22/2010 02:07 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:21 PM	APRV

Form Started By: Sandra Garcia
Started On: 09/21/2010 05:00 PM
Final Approval Date: 09/24/2010

DATE: September 28,2010
DEPARTMENT HEAD: Jose N. Pena
DEPARTMENT NAME: Right Of Way
ACCOUNT NUMBER: 0-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

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

FROM: _____ TO: _____

Account Number

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
<u>550</u>	<u>PRINTING & BINDING</u>	<u>601</u>	<u>OFFICE & COMPUTER SUPPLIES</u>	<u>1200.00</u>
<u>550</u>	<u>PRINTING & BINDING</u>	<u>432</u>	<u>EQUIPMENT & VEHICLE R & M SERVICES</u>	<u>1600.00</u>
<u>607</u>	<u>HOUSEHOLD & JANITORIAL SUPPLIES</u>	<u>601</u>	<u>OFFICE & COMPUTER SUPPLIES</u>	<u>1100.00</u>
<u>640</u>	<u>REFERENCE MATERIALS</u>	<u>626</u>	<u>GASOLINE/ DIESEL</u>	<u>2000.00</u>
<u>640</u>	<u>REFERENCE MATERIALS</u>	<u>780</u>	<u>CAPITAL LEASES</u>	<u>2000.00</u>
			<u>TOTAL --></u>	<u>7900.00</u>

REASON: Funds are needed for future expenses/ invoices.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-23147

2.T.

Line Item Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Dora Gutierrez, COUNTY COURT #1
Submitted For: Judge Rudy Gonzalez
Department: COUNTY COURT #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court at Law #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
831-->667 - \$ 84.00; Funding available as of 9/23/10.

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:40 PM	APRV
2	Norma Silva	Norma Silva	09/23/2010 08:40 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:02 PM	APRV

Form Started By: Dora Gutierrez
Started On: 09/22/2010 03:26 PM

Final Approval Date: 09/24/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: September 27, 2010

DEPARTMENT HEAD: **JUDGE RUDY GONZALEZ**

DEPARTMENT NAME: COUNTY COURT AT LAW #1

ACCOUNT NUMBER: **0-1100-412-00-021-001-0**

CONTACT PERSON: DORA GUTIERREZ PHONE: 956.318.2375

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
831	CRT. COSTS & INVESTIGATION	667	OTHER MINOR SOFTWARE	\$ 84.00
TOTAL				\$ 84.00

REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-23162

2.U.

LIT- object 601

CC CONSENT

Date: 09/28/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court at Law #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-022-001-0-113
FUNDS AVAILABLE Y/N?: yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available lapsed salaries in object code 113 as of 09/24/10. rc

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 09:11 AM	APRV
2	Ana Galvan	Anna Galvan	09/24/2010 10:57 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 02:25 PM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 03:15 PM	APRV

Form Started By: Angela Garcia

Started On: 09/23/2010 08:21 AM

Final Approval Date: 09/24/2010

ATTEST COUNTY CLERK

AI-23148

2.V.

County Court #4 Line Item Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Rachel Segura, COUNTY COURT #4
Submitted For: Rachel Segura
Department: COUNTY COURT #4
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - County Court at Law #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-024-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-23-10

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:07 PM	APRV
2	JC Carreon	JC Carreon	09/23/2010 09:19 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:10 PM	APRV

Form Started By: Rachel Segura

Started On: 09/22/2010 03:27 PM

Final Approval Date: 09/24/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: September 22, 2010

DEPARTMENT HEAD: Judge Fred Garza

DEPARTMENT NAME: County Court at Law No. 4

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
661	MINOR OFFICE FURN.& EQUIP.	601	OFFICE SUPPLIES	\$300.00
TOTAL				\$300.00

Need to transfer money into obj. code 601 to purchase toner for the printer

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-23068

2.W.

Intradepartmental transfer - County Court At Law #6

CC CONSENT

Date: 09/28/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Frank Fuentes
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Court At Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-026-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 09/20/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:55 PM	APRV
2	Norma Silva	Norma Silva	09/22/2010 10:58 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:30 PM	APRV

Form Started By: Sylvia Solis
Started On: 09/20/2010 01:13 PM

Final Approval Date: 09/24/2010

DATE: September 20, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: County Court At Law #6

**ACCOUNT
NUMBER:** 0-1100-412-00-026-001-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
630	FOOD	583	TRAVEL OUT OF COUNTY	300.00
TOTAL				300.00

REASON:
Intradepartmental Transfer to fund travel out of county expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23094

2.X.

LINE ITEM 810

CC CONSENT

Date: 09/28/2010
Submitted By: Esther Cantu, 398TH DISTRICT COURT
Department: 398TH DISTRICT COURT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-009-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
550-->810 \$ 300.00; funds available as of 09/23/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:52 AM	APRV
2	Ana Galvan	Anna Galvan	09/23/2010 10:31 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:49 PM	APRV

Form Started By: Esther Cantu

Started On: 09/21/2010 02:44 PM

Final Approval Date: 09/24/2010

DATE: September 21, 2010

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 0-1100-412-00-009-001-0-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-412-00-009-001-0-550	PRINTING & BINDING	➔	0-1100-412-00-009-001-0-810	DUES & MEMBERSHIP	\$ 300.00
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
		➔			
TOTAL					\$300.00

REASON: ADDITIONAL MONIES NEEDED.

Department Head Signature

September 21, 2010
Date

Approved Commissioners' Court

Attest County Clerk

AI-23075

2.Y.

Outstanding Invoices

CC CONSENT

Date: 09/28/2010
Submitted By: Nancy Ponce, CONSTABLE PCT. #4
Submitted For: Nancy Ponce
Department: CONSTABLE PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-294-001-0-xxx
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
FUNDS AVAILABLE AS OF 9/21/2010.

Attachments

Link: [Line Item Transfer np](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:56 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 04:22 PM	APRV
3	Auditor's Office		09/24/2010 05:01 PM	NEW

Form Started By: Nancy Ponce
Started On: 09/21/2010 10:03 AM

Final Approval Date: 09/24/2010

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 20, 2010

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

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

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
442	EQUIP & VEHICLE RENTALS	432	EQUIPMENT & VEHICLE R&M SRVS	\$ 1,183.00
613	SAFETY SUPPLIES	432	EQUIPMENT & VEHICLE R&M SRVS	692.33
855	LATE FEES,PENALTIES & FINANCE C	432	EQUIPMENT & VEHICLE R&M SRVS	25.00
532	WIRELESS DEVICES	432	EQUIPMENT & VEHICLE R&M SRVS	300.00
532	WIRELESS DEVICES	780	CAPITAL LEASES	156.64
532	WIRELESS DEVICES	672	EQUIPMENT & VEH R&M SUPPLIES	65.00
			TOTAL	\$ 2,421.97

REASON: TRANSFER NEEDED TO COVER OPERATIONAL EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-23152

2.Z.

2010-Pct#1 Pks (1100)

CC CONSENT

Date: 09/28/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:56 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 02:54 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:11 PM	APRV

Form Started By: Jorge Flores
Started On: 09/22/2010 03:41 PM

Final Approval Date: 09/24/2010

MEETING REQUEST DATE: September 28, 2010

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 0-1100-452-00-121-013-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES.

RAUL LOZANO

DEPARTMENT HEAD SIGNATURE

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

AI-23092

2.AA.

**Electricity Transfer
CC CONSENT**

Date: 09/28/2010
Submitted By: Domingo Morin, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Sanitation (1100)

BACKGROUND

2010 - Sanitation (1100)

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-121-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-22-10

Attachments

Link: L.I.T.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		09/24/2010 01:47 PM	PEND
2	JC Carreon	JC Carreon	09/22/2010 02:03 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:47 PM	APRV

Form Started By: Domingo Morin Started On: 09/21/2010 02:35 PM
Final Approval Date: 09/24/2010

AI-23158

2.BB.

Telephone Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Domingo Morin, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

Attachments

Link: [LIT - Sanitation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:35 PM	APRV
2	Ana Galvan	Anna Galvan	09/23/2010 04:08 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:13 PM	APRV

Form Started By: Domingo Morin

Started On: 09/22/2010 04:32 PM

Final Approval Date: 09/24/2010

AI-23089

2.CC.

Vehicle Service Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Domingo Morin, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

339-->432 - \$ 3,500.00; Funding available as of 9/23/10.
671-->739 - \$ 2,000.00; Funding available as of 9/23/10.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:52 AM	APRV
2	Norma Silva	Norma Silva	09/23/2010 08:50 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:46 PM	APRV

Form Started By: Domingo Morin

Started On: 09/21/2010 02:01 PM

Final Approval Date: 09/24/2010

MEETING REQUEST DATE: September 28, 2010

ATTEST COUNTY CLERK

AI-23203

2.DD.

Budget Line-Item Transfer for Administration to repair vehicle

CC CONSENT

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 09/24/2010
From 531 -----> 672 in the amount of \$1,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 04:09 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 04:20 PM	APRV
3	Auditor's Office		09/24/2010 05:01 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 09/24/2010 04:04 PM
Final Approval Date: 09/24/2010

DATE: September 23, 2010

2010 Transfer



DEPARTMENT

HEAD: Hector "Tito" Palacios

DEPARTMENT

NAME: Hidalgo County Precinct No. 2
Road Administration Department

ACCOUNT

NUMBER: 0-1200-431-00-122-005-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer needed to cover expected expenditure.

DEPARTMENT HEAD SIGNATURE

9/2/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23202

2.EE.

Budget Line-Item Transfer for Parks Dept.

CC CONSENT

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-122-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 09/24/2010
From 890 -----> 619 in the amount of \$1,500.00
From 890 -----> 748 in the amount of \$3,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 04:08 PM	APRV
2	JC Carreon	JC Carreon	09/24/2010 04:24 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 04:33 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/24/2010 03:56 PM
Final Approval Date: 09/24/2010

DATE: September 23, 2010

2010

Transfer



DEPARTMENT

HEAD: Hector "Tito" Palacios

DEPARTMENT

NAME: Hidalgo County Precinct No. 2
Parks & Recreations Department

ACCOUNT

NUMBER: 0-1100-452-00-122-008-0-XXX

Contact Person: Yoli Cisneros, Administrative Assistant II

Ph#: (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer needed to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE

9/20/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23188

2.FF.

**Budget Line-Item Transfer for LJ Drainage Project
CC CONSENT**

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 L J Drainage (1339)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-038-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$47,974.69 as of 09/24/2010
From 733 -----> 711 in the amount of \$20,000.00.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:06 PM	APRV
2	Norma Silva	Norma Silva	09/24/2010 04:04 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 04:18 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/24/2010 02:15 PM
Final Approval Date: 09/24/2010

AI-23066

2.GG.

Budget Line-item Transfer for the Parks Department

CC CONSENT

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-122-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$5,726.00 as of 09/20/2010
From 664 -----> 619 in the amount of \$1,500.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:55 PM	APRV
2	Ana Galvan	Anna Galvan	09/22/2010 02:32 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:30 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/20/2010 12:14 PM
Final Approval Date: 09/24/2010

DATE: September 20, 2010

2010 Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Parks & Receptions Department

**ACCOUNT
NUMBER:** 0-1100-452-00-122-008-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
664	OTHER MINOR EQUIPMENT	619	OTHER MISCELLANEOUS SUPPLIES	\$1,500.00
TOTAL				\$1,500.00

REASON: Transfer needed to cover expected expenditures.

9/20/2010

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23078

2.HH.

**Budget Line-Item Transfer for Parks Department
CC CONSENT**

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #2 Park (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-452-00-122-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$25,222.25 as of 09/21/2010
From 890 -----> 621 in the amount of \$500.00

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:58 PM	APRV
2	Ana Galvan	Anna Galvan	09/23/2010 10:10 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:31 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/21/2010 10:35 AM
Final Approval Date: 09/24/2010

AI-23084

2.II.

Pct. #4 BCAP

CC CONSENT

Date: 09/28/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 BCAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-406-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 9-22-10

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:58 PM	APRV
2	JC Carreon	JC Carreon	09/22/2010 09:27 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 01:34 PM	APRV

Form Started By: Jr. Munoz
Started On: 09/21/2010 11:32 AM

Final Approval Date: 09/24/2010

DATE: 09/27/10 **AI#** _____

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - BCAP

ACCOUNT NUMBER: 0-1200-431-00-124-406-0-XXX

SUBJECT: Intra-departmental Transfer/s

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads	733	Drainage Ditches	12,830.00
				-
TOTAL				12,830.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-23085

2.JJ.

Pct. #4 BCAP III

CC CONSENT

Date: 09/28/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 BCAP III (1312)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-124-406-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 09-24-10

Attachments

Link: [lit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:57 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	09/24/2010 01:41 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 02:18 PM	APRV

Form Started By: Jr. Munoz
Started On: 09/21/2010 11:35 AM
Final Approval Date: 09/24/2010

ATTEST COUNTY CLERK

AI-23175

2.KK.

Intradepartmental transfer - Pct 4 Rd Adm

CC CONSENT

Date: 09/28/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Rumaldo Munoz Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #4 Rd Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1200-431-00-124-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 09/23/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 03:54 PM	APRV
2	Norma Silva	Norma Silva	09/24/2010 09:41 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:16 PM	APRV

Form Started By: Sylvia Solis

Started On: 09/23/2010 03:21 PM

Final Approval Date: 09/24/2010

DATE: September 23, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Pct 4 Rd Adm

**ACCOUNT
NUMBER:** 0-1200-431-00-124-005-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

AI-23206

3.A.

Interdept Transfer from Co. Wide Adm. to Public Affairs

CC CONSENT

Date: 09/28/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Public Affairs (1100):

Approval of 2010 interdepartmental transfer from Co. Wide Adm.-Contingency to Public Affairs in the amount of \$2,500.00 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-1XX-002-0-XXX

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

BUDGETARY IMPACT:

0-1100-415-00-115-002-0-899 --> 0-1100-413-00-125-002-0-XXX to fund various operating expenditures as requested by Public Affairs Division.

Funds available as of 9-24-10.

Attachments

Link: [Public Affairs Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/24/2010 04:33 PM	APRV
2	Budget & Management		09/24/2010 05:01 PM	PEND
3	Sylvia Solis	Sylvia Solis	09/24/2010 04:41 PM	APRV
4	Auditor's Office		09/24/2010 05:01 PM	NEW

Form Started By: Ivan Cantu
Started On: 09/24/2010 04:27 PM

Final Approval Date: 09/24/2010

DATE: September 28, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Public Affairs

ACCOUNT NUMBER: 0-1100-41X-00-1XX-002-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:	To fund various operating expenditures as requested by Public Affairs Division.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-23164

3.B.

Interdept transfer from Contingency to IT Co. Wide for Sept. 2010 telephone expenses

CC CONSENT

Date: 09/28/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Edna Kirby
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

I.T. Countywide (1100):

Approval of 2010 interdepartmental transfer from Co. Wide Adm. to I.T. Co. Wide in the amount of \$12,116.05 to fund AT&T local and long distance telephone expenditures for the month of September 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-XXX-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

To fund local & long distance telephone expenditures for the month of Sept. 2010.

Funds available as of 09/23/10.

Attachments

Link: [IT Co. Wide telephone transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 11:16 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/23/2010 02:03 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:20 PM	APRV

Form Started By: Sylvia Solis
Started On: 09/23/2010 10:37 AM
Final Approval Date: 09/24/2010

DATE: September 28, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for I.T. Countywide

ACCOUNT NUMBER: 0-1100-415-00-XXX-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

AI-23207

3.C.

Inter-Departmental Transfer for New Pct.#2 Administration Office to fund MVEC & City of Pharr utilities hook ups.

CC CONSENT

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2010 A&B (1342):

Approval of 2010 interdepartmental transfer within Certificate of Obligations Series 2010 A & B, from the Precinct 2 Tower Road (Moore - Balli) Roads (program 027) into CO 2010 A&B Pct. 2 Buildings, (program 021) in the amount of \$27,000.00 .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1342-431-00-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$520,000.00 as of 09/24/2010

From 0-1342-00-122-027-0-731 ----> 0-1342-431-00-122-021-0-720 in the amount of \$27,000.00

Attachments

Link: [Inter-Dept. Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/24/2010 04:54 PM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 05:00 PM	APRV
3	Auditor's Office		09/24/2010 05:01 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 09/24/2010 04:30 PM
Final Approval Date: 09/24/2010

ATTEST COUNTY CLERK

AI-23204

3.D.

**Inter-Department Transfer for El Gato Road Project
CC CONSENT**

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1200):

Approval of 2010 interdepartmental transfer within Precinct #2 fund (1200) from R&B (program 006) to El Gato Road (W Alamo - Tower) Project (program 051) in the amount of \$15,000 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available int the amount of \$42,874.31 as of 09/24/2010
From 122-006-0-890 -----> 122-051-0-731 in the amount of \$15,000.00

Attachments

Link: [Interdepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 04:31 PM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 04:56 PM	APRV
3	Auditor's Office		09/24/2010 05:01 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 09/24/2010 04:09 PM
Final Approval Date: 09/24/2010

ATTEST COUNTY CLERK



2010 Transfer

AI-23067

3.E.

**Inter-Departmental Transfer for the MorningSide Off-Site Drainage Project
CC CONSENT**

Date: 09/28/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1200):
Approval of 2010 interdepartmental transfer within Precinct #2 fund (1200) from R&B (program 006) to Morningside Off-Site Drainage Project (program 900) in the amount of \$3,200.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding available in the amount of \$24,400.00 as of 09/20/2010
From 122-006-0-711 -----> 122-900-0-711 in the amount of \$3,200.00

Attachments

Link: [Inter-Dept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:55 PM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 09:03 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:24 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 09/20/2010 12:20 PM
Final Approval Date: 09/24/2010

ATTEST COUNTY CLERK



2010 Transfer

AI-23163

3.F.

Pct #3 Interdepartmental Transfer

CC CONSENT

Date: 09/28/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Pct. #3 C.O. 2006 (1336):
Approval of 2010 interdepartmental transfer from Precinct #3 C.O. 2006 Circle 6 Rd. (N&S of Mile 4 Rd) to Precinct #3 C.O. 2006 Mile 4 N. (Tom Gill - FM2221) in the amount \$30,413.82.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 0-1336-431-00-123-081-0-731
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 9/23/10 is \$30,413.82.

Attachments

Link: [Interdepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 11:15 AM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 01:15 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:26 PM	APRV
4	Purchasing Department		09/24/2010 05:01 PM	NEW

Form Started By: Norma Ceballos
Started On: 09/23/2010 10:10 AM
Final Approval Date: 09/24/2010

ATTEST COUNTY CLERK



AI-23127

3.G.

Interdept Transfer from Contingency to Constable Pct. 3-Radio equipment, uniforms, and tires

CC CONSENT

Date: 09/28/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Constable Pct. #3 (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm.-Contingency to Constable Pct. 3 in the amount of \$9,001.31 to fund various operating expenditures.

BACKGROUND

Funding for radio equipment, tires and uniforms is being provided from the unused cash match amount of \$9,001.31 from the deobligation of STOP Truancy Grant for FY 2010, refer to AI #23079 CC 9-28-10.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

0-1100-415-00-115-002-0-899 --> 0-1100-421-00-293-001-0-XXX \$9,001.31 to fund various operating expenditures.

Funding is needed for radio equipment, uniforms and tires.

Funding is being provided from the STOP Truancy Grant deobligation for FY 2010, refer to AI #23079 CC 9-28-10.

Funds available as of 9-22-10.

Attachments

Link: [Interdept transfer](#)

Link: [Radio Equip quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/22/2010 01:21 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 01:52 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	09/23/2010 07:58 AM	APRV
4	Auditor's Office	Angela Garcia	09/23/2010 08:03 AM	APRV
5	Ivan Cantu (Originator)	Ivan Cantu	09/24/2010 09:41 AM	APRV
6	Rosalinda Cantu	Rosie Cantu	09/24/2010 02:35 PM	APRV
7	Auditor's Office	Linda Fong	09/24/2010 03:34 PM	APRV

Form Started By: Ivan Cantu
Started On: 09/22/2010 11:10 AM

Final Approval Date: 09/24/2010

DATE: September 28, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for
Constable Pct. 3

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

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1100-415-00-115-002-0-	899	Co. Wide Adm.-	Contingency	(9,001.31)
TO				
0-1100-421-00-293-001-0-	605	Constable Pct. 3-	Clothing & Uniforms	678.56
0-1100-421-00-293-001-0-	672	Constable Pct. 3-	Equip. & Veh. R & M Supplies	500.00
0-1100-421-00-293-001-0-	748	Constable Pct. 3-	Other Equipment	7,822.75
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:	To fund various operating expenditures (radio equipment, uniforms, and tires) for the Constable Pct. 3. Funding is being provided from the deobligation of funds from the STOP Truancy grant for FY 2010. Refer to AI #23079 CC 9-28-10.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**MOTOROLA**

Quote Number: QU0000123397
 Effective: 15 SEP 2010
 Effective To: 14 NOV 2010

Bill-To:

HIDALGO COUNTY CONSTABLE PRECINCT
 3
 730 NORTH BREYFOGLE, SUITE B
 MISSION, TX 78572
 United States

Ship-To:

HIDALGO COUNTY CONSTABLE PRECINCT
 3
 730 NORTH BREYFOGLE, SUITE B
 MISSION, TX 78572
 United States

Ultimate Destination:

HIDALGO COUNTY CONSTABLE PRECINCT
 3
 730 NORTH BREYFOGLE, SUITE B
 MISSION, TX 78572
 United States

Attention:

Name: CAPT. DAN BROYLES
 Email: dan.broyles@co.hidalgo.tx.us
 Phone: 956.581.6800
 Fax: 956.519.4245

Sales Contact:

Name: David Champion
 Email: dchampion@tri-countycom.com
 Phone: 956.447.8440

Contract Number: 17724
 Freight terms: FOB Destination
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	M28KSS9PW1AN	XTL 1500 MOBILE 10-50 WATT, 136-174MHZ	\$1,600.00	\$1,360.00	\$6,800.00
1a	5	G24AX	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$121.00	\$121.00	\$605.00
1b	5	G790AS	ENH: SOFTWARE P25 CONVENTIONAL	\$130.00	\$108.55	\$542.75
1c	5	G299AA	ADD: ANTENNA 1/4 WAVE ROOF TOP VHF (150.8-162 MHZ)	\$19.50	\$15.60	\$78.00
1d	5	W635GE	ADD: Q3 2010 XTL1500 SUBSCRIBER PROMO	\$-200.00	\$-200.00	\$-1,000.00
2	797	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$797.00
(Notes) INCLUDES PROGRAMMING AND RADIO / ANTENNA INSTALLATION						

Total Quote in USD

c/s. 748 →

\$7,822.75

MOTOROLA - HGAC CONTRACT# RA0108 / 17724

PO Issued to Motorola must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola" as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

AI-23141

4.A.

2010 Interfund 1293 to 1100

CC CONSENT

Date: 09/28/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Interfund Transfers

Information

CAPTION

Health and Human Services Department:
Approval of 2010 interfund transfer from Health Department Adm. (1293) to Health Adm. (1100) in the amount of \$9,700.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 9-24-10 Object code 810 \$9,600 & 584 \$4,790
0-1293-441-00-340-005-0-XXX --> 0-1100-441-00-340-001-0-XXX; \$9,700.00

Attachments

Link: [Interfund 1293](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:01 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/24/2010 07:45 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:36 PM	APRV

Form Started By: Josie Escalante
Started On: 09/22/2010 03:00 PM
Final Approval Date: 09/24/2010

DATE: September 23, 2010

DEPARTMENT HEAD: Raul Silguero

2010



DEPARTMENT NAME: Department of Budget & Management for:
Health & Human Services Dept.

ACCOUNT NUMBER:	0-1100-441-00-340-001-0-XXX

AI# 23141

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

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

Honorable Commissioner's Court of Hidalgo County:

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

[illegible]

REASON: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-23169

4.B.

**Interfund Transfer from Co. Wide Adm to Pct. 2 Tax Office & WIC/HHS
related to Pct. 2 New Building Complex**

CC CONSENT

Date: 09/28/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Interfund Transfers

Information

CAPTION

Co. Wide Adm (1100)/Pct. 2 Tax Office & WIC/HHS (1200):
Approval of 2010 interfund transfer from Co. Wide Adm. to Pct. 2 WIC/HHS (pgm 041) &
Pct. 2 Tax Office (pgm 042) in the total amount of \$33,200.00 to fund New Pct. 2
Complex Building project expenditures.

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:
Funds available as of 09/23/10.

Attachments

Link: [Interfund transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 02:57 PM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 10:06 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:41 PM	APRV

Form Started By: Sylvia Solis
Started On: 09/23/2010 02:22 PM

Final Approval Date: 09/24/2010

DATE: September 23, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for
Pct. 2 Tax Office & WIC/ HHS

ACCOUNT NUMBER: 0-1X00-415-XX-1XX-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: 292-7025 ext. 5423

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



2010
Interfund Transfer

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1100-415-00-115-002-0- 899	Co. Wide Adm. - Contingency	(33,200.00)
0-1100-491-01-122-200-0- 891	Transfers Out - R&B Pct. 2	33,200.00
TO		
0-1200-391-01-122-100-0- 000	Transfer In - General Fund	33,200.00
0-1200-415-15-122-042-0- 720	Pct. 2 Tax Office - Buildings	20,900.00
0-1200-415-15-122-041-0- 720	Pct. 2 WIC/ HHS	12,300.00
TOTAL BUDGET INCREASE (DECREASE)		33,200.00

REASON: Interfund transfer from Co. Wide Adm. - Contingency to Pct. 2 Tax Office & Pct. 2 WIC/HHS to fund cabling and access control related to the New Pct. 2 building complex.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**Planning Department
CC CONSENT**

Date: 09/28/2010
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Segin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information**CAPTION**

1. Preliminary Approval of Subdivision Plat:
 - a. Montana Sea Subdivision – Pct. 4 (Ruben Moreno)
 - b. Elite Village Phase 2 Subdivision – Pct. 3 (Laura Coffman)
 - c. Valladares Estates – Pct. 1 (Dalia Valladares)
 - d. R.A.G. Subdivision – Pct. 1 (Roberto Gonzalez)
2. Final Approval of Subdivision Plat:
 - a. Cruz Subdivision – Pct. 4 (Pascual Cruz)
 - b. Alamo Corners Subdivision – Pct. 4 (Michael McCann)
3. Final Approval of Subdivision Plat with Financial Guarantee:
 - a. J.L. Cantu Subdivision – Pct. 4 (Alejandro Cantu)
 - b. Villegas Subdivision – Pct. 4 (Carlos Villegas)

BACKGROUND

Fiscal Impact

Attachments

Link: [Montana Sea - Preliminary](#)
Link: [Montana Sea; Plat](#)
Link: [Elite Village Ph 2 - Preliminary](#)
Link: [Elite Village Ph 2; Plat](#)
Link: [Valladares Estates - Preliminary](#)
Link: [Valladares; Plat](#)
Link: [R.A.G. Subdivision - Preliminary](#)
Link: [R.A.G. Subdivision; Plat](#)
Link: [Cruz Subdivision - Final](#)
Link: [Cruz Subdivision; Plat](#)
Link: [Alamo Corner; Final](#)
Link: [Alamo Corners; Plat](#)

Link: [JL Cantu - Final](#)

Link: [JL Cantu; Plat](#)

Link: [Villegas Subdivision - Final](#)

Link: [Villegas; Plat](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 01:53 PM	APRV
2	Olga Garza	Olga Garza	09/23/2010 10:44 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:42 PM	APRV

Form Started By: Nora Cavazos

Started On: 09/22/2010 11:07 AM

Final Approval Date: 09/24/2010



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: September 28, 2010

RE: **Montana Sea Subdivision – Pct. 4**
Preliminary Approval

Montana Sea Subdivision is a two (2) lot subdivision located on the North side of Murillo Street, an internal street for Murillo Subdivision approximately 800 feet West of Alamo Road

The proposed Subdivision lies within the City of Edinburg 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 May 4, 2010. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Murillo 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 six (6) inch waterline on Urbina Street 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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **September 21, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Edinburg.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

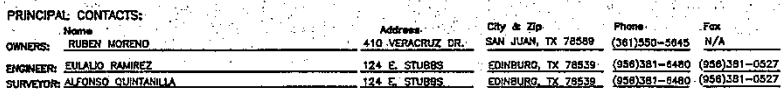
Name of Subdivision:

Montana Sea 2nd Review

Page

1 of 1

[illegible]



HIDALGO COUNTY HEALTH INSPECTOR _____ DATE _____

BH _____

PHONE 956-381-6480
FAX 956-381-0527

OF 3 SHEETS.		DATE REVISED	CHECKED BY	APPROVED BY



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: September 28, 2010

RE: **Elite Village Phase 2 Subdivision – Pct. 3**
Preliminary Approval

Elite Village Phase 2 Subdivision is a thirty four (34) lot subdivision located on the West side of Texan Road approximately ¼ mile North from Mile 4 North Road

The proposed Subdivision lies within the City of Mission 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 June 11, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Texan Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by Agua S.U.D.. There is an existing eight (8) inch waterline on Texan 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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval on September 21, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

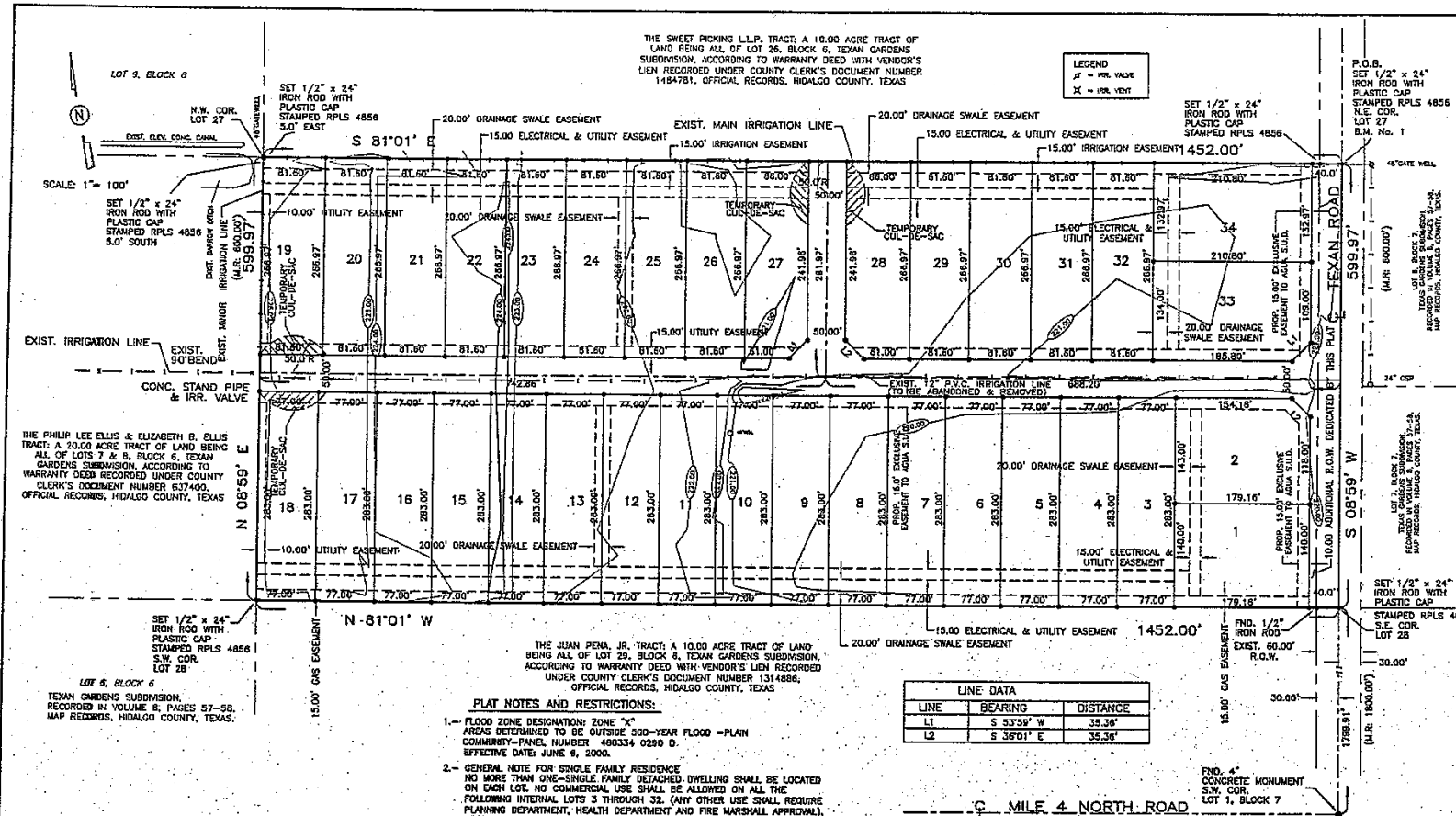
Name of Subdivision:

Elite Village Phase II 1st Review

Page

1 of 1

Item Log	<u>DESCRIPTION OF ITEMS:</u> <i>Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	Date	Initials
		07-30-10	JRT
A	1ST SHEET COMMENTS: Please provide a cross street stub out north at 660 feet west from the intersection of the proposed street and Texan Rd.		
B	Provide street name, and make sure name complies with the L.R.G.V.D.C. specifications.		
C	For all irrigation easements and gas easements, you need to specify if existing or dedicated by this plat. If existing please provide recorded document number with owners name.		
D	Please add description of the city approval certification on sheet one and the construction detail on sheet 2 of the index to sheets description.		
E	As per the property location description; please mention that property falls inside the 5 mile ETJ under LGC 212.001. Refer to red line markups.		
F	Please review and correct all the plat notes. Most of the plat notes are being repeated and have the incorrect wording. See attachment for sample plat notes wording.		
G	2ND SHEET COMMENTS: Crossing permit from HC.ROW is required for the water line crossing Texan Rd.		
H	Provide flange elevation for all proposed fire hydrants.		
I	Please show proposed location for all the OSF on each lot and also show location of every soil boring as describe on soil evaluation report.		
J	On the water engineering report please mention that the proposed 8" water line is being installed inside a 15 exclusive A.S.U.D. easement. Refer to red line markups.		
K	Minimum amount per OSSF when submitting a letter of credit is 1,500.		
L	3RD SHEET COMMENTS: Please extend topography elevation at 500 feet from property boundary line.		
M	Provide natural water flow arrows.		
N	Label for contractor to re-grade Texan Road side ditch to county specifications.		
O	1/3 escrow will be required for Caliche road for Texan Rd.		
P	Please show over flow structure design as describe on approved drainage report.		
Q	Drainage swale cross section detail is incomplete.		
R	Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction <u>"No more than one single family detached dwelling per lot"</u> as a reservation from and exception to conveyance warranty.		

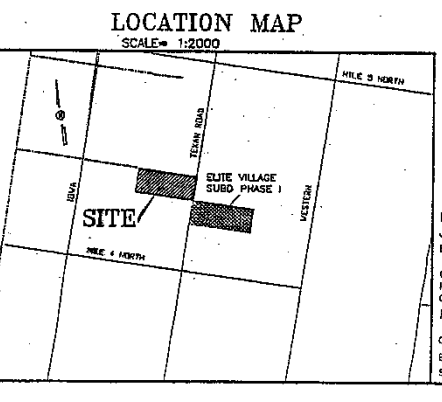


LOT	AREA (S.F.)	A.C.
1	23,082.40	0.5276
2	25,307.38	0.581
3-9	21,791.00	0.500
10-18	21,791.00	0.500
19-26	21,784.75	0.500
27-28	22,648.20	0.520
29-32	21,784.75	0.500
33	27,934.70	0.641
34	28,000.08	0.643

INDEX OF SHEETS

- SHEET 1 - INDEX MAP, LOCATION MAP AND EIR PRINCIPAL CONTACTS, NOTES AND SURVEYOR'S & ENGINEER'S CERTIFICATIONS, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, JURISDICTION, APPROVAL, CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE, H.C.D. NO. 16, HEALTH CERTIFICATE, H.C.D. NO. 16, CERTIFICATE, REVISION NOTES.
- SHEET 2 - ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SUBDIVISION'S CERTIFICATE & STATEMENT, REVISION NOTES.
- SHEET 3 - DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY OF DRAINAGE, AND ENGINEERING CERTIFICATION, REVISION NOTES.

No.	Sheet	Revision	Date	Approved



- PLAT NOTES AND RESTRICTIONS:**
- FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD - PLAN COMMUNITY-PANEL NUMBER 490334 0280 D. EFFECTIVE DATE: JUNE 6, 2000.
 - GENERAL NOTE FOR SINGLE FAMILY RESIDENCE: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING LOTS 3 THROUGH 32. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
 - MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE THE CENTERLINE OF THE STREET.
 - LEGEND: 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.
 - THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
 - MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00'
SIDE: 40.00'
SIDE ABUTTING STREET: 10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER
REAR: 10.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER
 - NO BUILDINGS SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.
 - DRAINAGE DETENTION PER LOT IS: 1,407.33 C.F. (TOTAL=47,848.64).
 - NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT.
 - EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDING PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE DRAINAGE AND MAINTENANCE OF THE DRAINAGE SWALES.
 - BENCHMARK No. 1= 220.17 SET 1/2" IRON ROD LOCATED AT NORTHEAST CORNER OF PROPOSED SUBDIVISION. N.A.S.D. 88 DATUM
 - NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN DRAINAGE SWALE EASEMENT AND LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTENANCE OF SWALE. ANY FENCE ALONG THE PERIMETER OF LOTS 12, 21 AND 32 SHALL BE PROVIDED AND MAINTAINED IN A WAY AS TO NOT COMPROMISE THE INTENT OF DRAINAGE SWALE'S INTENT.
 - EACH LOT HAS A 15' WIDE PUBLIC UTILITY AND/OR 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF THE LOT. THE REAR OF THE LOT IS DEFINED AS THAT PORTION FARTHEST FROM PROP. STREET OR EXIST. STREET.
 - ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO H.C.D. NO. 16 DISTRICT, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.
 - NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN CUTCHES OR OTHER USE WITHOUT OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (H.C.D. NO. 16 DISTRICT)
 - NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
 - FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
 - IF THE PURCHASER(S) OF LOT REQUIRES A COMMERCIAL LOT AND SUBSEQUENTLY DETERMINES THAT A LARGER METER IS REQUIRED, THEN THE USE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S).
 - THE RESIDENTIAL LOTS (3 THRU 32) SHOULD REFLECT SERVICE BY A 1/2" METER.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
ELITE VILLAGE SUBDIVISION PHASE II, IS LOCATED IN WEST HIDALGO COUNTY, 1794.91' NORTH OF THE INTERSECTION OF MILE 4 NORTH ROAD (FM 2221) AND ON THE WEST SIDE OF TEXAN ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION, TEXAS. THE CITY OF MISSION IS APPROXIMATELY FIVE MILES FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PLOT NO. 3

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: LAURA COFFMAN	RT 20, BOX 4150	MISSION, TX 78574	(956)687-5388	(956)685-0067
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78839	(361)381-6460	(361)381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78839	(361)381-6460	(361)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78839
REGISTRATION NUMBER: P-1913

SUBDIVISION PLAT OF
**ELITE VILLAGE SUBDIVISION
PHASE II**

A 20.00 ACRE TRACT OF LAND BEING ALL OF LOTS 27 AND 28, BLOCK 6, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1727, PAGE 223, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 20.00 ACRE TRACT OF LAND BEING ALL OF LOTS 27 AND 28, BLOCK 6, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGES 57 AND 58, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1727, PAGE 223, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET IN THE CENTERLINE OF TEXAN ROAD FOR THE NORTHEAST CORNER OF LOT 27 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 0°59'59" W, ALONG THE EAST LINE OF LOTS 27 AND 28, AND THE CENTERLINE OF TEXAN ROAD, A DISTANCE OF 589.97 FEET (MAP RECORD: 590.00 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 91°01'01" W, ALONG THE SOUTH LINE OF LOT 28, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,452.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 28 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 0°59'59" E, ALONG THE WEST LINE OF LOTS 27 AND 28, A DISTANCE OF 589.97 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET, A TOTAL DISTANCE OF 589.97 FEET (MAP RECORD: 590.00 FEET) FOR THE NORTHWEST CORNER OF LOT 27 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 91°01'01" E, ALONG THE NORTH LINE OF LOT 27, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 5.0 FEET, AND A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,452.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TEXAN ROAD, A TOTAL DISTANCE OF 1,452.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ELITE VILLAGE SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NUMBER 1869570, 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
RPLS No. 4856
DATE: 9-9-10

**COUNTY OF HIDALGO
STATE OF TEXAS**

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. 95334
DATE: 9-15-10

**PLANNING & ZONING COMMISSION
ACKNOWLEDGMENT**
THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20____

CHAIRMAN
**HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II 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 ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 48.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

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

I, TOP FRUIT INC. LAURA COFFMAN VICE-PRESIDENT, AS OWNER OF THE 20.00 ACRES TRACT OF LAND DISCLOSED IN THE PROPOSED ELITE VILLAGE SUBDIVISION PHASE II, HEREBY SUBDUCE 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:
- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 - SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
 - ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
 - GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
- I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TOP FRUIT INC.
LAURA COFFMAN, VICE-PRESIDENT.
P.O. BOX 720883
MC ALLEN, TEXAS 78504

**STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, the undersigned notary public, on this day personally appeared LAURA COFFMAN, known to me through the Texas Department of Public Safety Driver License to be the person whose name is subscribed to this foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____

LIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires July 23, 2015
LIA A. QUINTANILLA - NOTARY PUBLIC

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED BY THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NEARBY IRRIGATION DELIVERY FACILITIES, AS REQUIRED BY THE DISTRICT'S SUBDIVISION POLICES, TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT AND BY VIRTUE OF THESE REQUIREMENTS IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH FACILITIES.

DATED THIS _____ DAY OF _____, 20____

**STATE OF TEXAS
COUNTY OF HIDALGO**

**HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(d)**

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge DATE
ATTEST: Hidalgo County Clerk DATE

THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

**CITY OF MISSION
CERTIFICATE OF APPROVAL**

UNDER LOCAL GOVERNMENT CODE 312.011(5)(b) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION DATE
ATTEST: CITY SECRETARY DATE

CHAIRMAN PLANNING COMMISSION

I, FRANCISCO FLORES, HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE ELITE VILLAGE SUBDIVISION PHASE II, HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET, WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

MR. FRANCISCO FLORES
GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

**FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK**

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

**FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK**

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

**FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK**

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

**FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK**

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

**FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK**

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: September 28, 2010

RE: **Valladares Estates Subdivision – Pct. 1**
Preliminary Approval

Valladares Estates is a two (2) lot subdivision located on the East side of Mile 6 12 West Road approximately ¼ mile North of Mile 11 North Road

The proposed Subdivision lies within the City of Weslaco 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 May 23, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 6 ½ West 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 Mile 6 ½ West 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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **September 21, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision:

Valladares Estates 2nd Review

Page

1 of 1

[illegible]



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: September 28, 2010

RE: **R.A.G. Subdivision – Pct. 1**
Preliminary Approval

R.A.G. Subdivision is a two (2) lot subdivision located on the East side of FM 88 approximately ¼ mile North of Mile 20 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 2, 2010. The proposed subdivision lies within a Zone "X Un-shaded" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 88 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 FM 88 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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **September 21, 2010** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

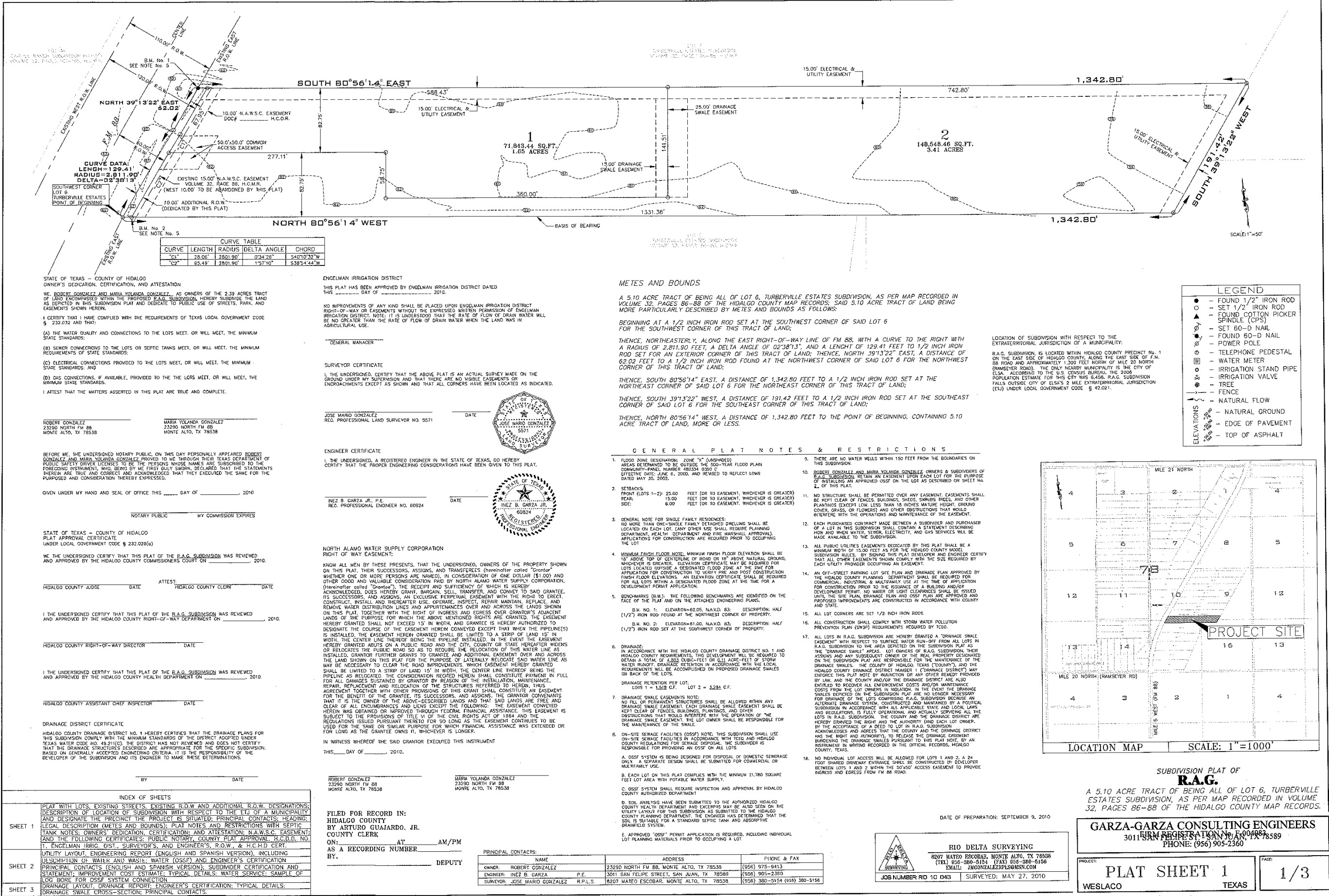
Name of Subdivision:

R.A.G. 2nd Review

Page

1 of 1

[illegible]





PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: September 28, 2010

RE: **Cruz Subdivision – Pct. 4**
Final Approval

Cruz Subdivision is a four (4) lot subdivision located on the South side of Rogers Road approximately 600 feet East of Valverde Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on May 05, 2010. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Rogers Road and thirty (30) feet on Valverde 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. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing three (3) inch waterline on Rogers Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on June 22, 2010. 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 Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 21, 2010**.

SUBDIVISION PLAT OF:
CRUZ SUBDIVISION

A 9.99 ACRE TRACT OF LAND (DEED RECORD: 10.00 ACRES) OUT OF LOT 10, SECTION 25E, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MEETS AND BOUNDS

A 9.99 ACRE TRACT OF LAND (DEED RECORD: 10.00 ACRES) OUT OF LOT 10, SECTION 25E, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1522916, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 10 AND IN THE CENTERLINE OF ROGERS ROAD FOR THE NORTHWEST CORNER OF THE EDUARDO CRUZ TRACT (A 2.55 ACRE TRACT OUT OF LOT 10, SECTION 25E, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 685102, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE MOST NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 80°55' E, 660.00 FEET FROM THE NORTHWEST CORNER OF LOT 10.

THENCE: S 80°55' E, ALONG THE NORTH LINE OF LOT 10 AND THE CENTERLINE OF ROGERS ROAD, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF THE GEORGE FINE TRACT (A TRACT OF LAND OUT OF LOT 10, SECTION 25E, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO QUILCUM DEED RECORDED IN VOLUME 1517, PAGE 905, WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1588, PAGE 752, AND PROPERTY NO. 10, NUMBER R296511 AND R296513, TAX RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 09°05' W, ALONG THE WEST LINE OF THE GEORGE FINE TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 09°05' E, ALONG THE WEST LINE OF LOT 10 AND THE CENTERLINE OF VALVERDE ROAD, A DISTANCE OF 327.30 FEET (DEED RECORD: 327.80 FEET) TO A COTTON PICKER SPINDLE SET ON THE SOUTHWEST CORNER OF THE PASQUAL CRUZ TRACT (A 2.55 ACRE TRACT OUT OF LOT 10, SECTION 25E, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 685101, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT.

THENCE: S 80°55' E, ALONG THE SOUTH LINE OF THE PASQUAL CRUZ TRACT, PASSING A 1/2" IRON ROD FOUND AT 25.00 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 09°05' E, ALONG THE EAST LINE OF THE PASQUAL CRUZ TRACT AND THE EAST LINE OF THE EDUARDO CRUZ TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTH RIGHT OF WAY LINE OF ROGERS ROAD, A TOTAL DISTANCE OF 335.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH BANDERA ESTATES, RECORDED IN VOLUME 27, PAGE 191A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS 28TH DAY OF APRIL, 2010

[Signature]
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 15858 STATE OF TEXAS



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 Adams Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, have hereby granted, bargained, sold, transferred, and conveyed to said Grantee, its successors, and assigns, on a valuable perpetual easement with the right to erect, construct, install, and thereafter use, operate, improve, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right to ingress and egress over Grantor's adjacent lands of the purpose for which the above described right is granted. The easement hereunto granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement within enclosed areas that when the pipeline(s) is installed, the easement hereunto 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 the 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 relocating 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 water distribution lines and appurtenances over and across the land of the Grantor, and shall constitute payment in full for all damages sustained by the Grantee by reason of the above described easement 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 WITNESS WHEREOF, the said Grantor executed this instrument this 28th day of July, 2010.

Pascual Cruz
PASQUAL CRUZ - LOT 1
2734 N. VALVERDE
EDINBURG, TX 78541

Gregorio Cruz
GREGORIO CRUZ - LOT 2
2734 N. VALVERDE
EDINBURG, TX 78541

Moises Cruz
MOISES CRUZ - LOT 3
2734 N. VALVERDE
EDINBURG, TX 78541

Fidel Cruz
FIDEL CRUZ - LOT 4
2734 N. VALVERDE
EDINBURG, TX 78541



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, 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
WE, PASQUAL CRUZ, MOISES CRUZ, GREGORIO CRUZ, & FIDEL CRUZ, AS OWNERS OF THE 9.99 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CRUZ SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

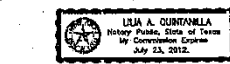
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.022, AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS 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.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

Pascual Cruz 7/1/10 *Moises Cruz* 7/1/10
PASQUAL CRUZ - LOT 1 MOISES CRUZ - LOT 3
2734 N. VALVERDE EDINBURG, TX 78541

Gregorio Cruz 7/1/10 *Fidel Cruz* 7/1/10
GREGORIO CRUZ - LOT 2 FIDEL CRUZ - LOT 4
2734 N. VALVERDE EDINBURG, TX 78541

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned authority, on this day personally appeared PASQUAL CRUZ, MOISES CRUZ, GREGORIO CRUZ, & FIDEL CRUZ, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 7th day of July, 2010.



Lila A. Quintanilla
LILA A. QUINTANILLA - NOTARY PUBLIC

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

[Signature] PRESIDENT *[Signature]* SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE CRUZ SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

Hidalgo County Judge _____ Date _____
Hidalgo County Clerk _____ Date _____

NOTE:
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 CODE NO. 49.211(g). THE DISTRICT HAS REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
By: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CRUZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF CRUZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY HEALTH DEPARTMENT _____ DATE _____

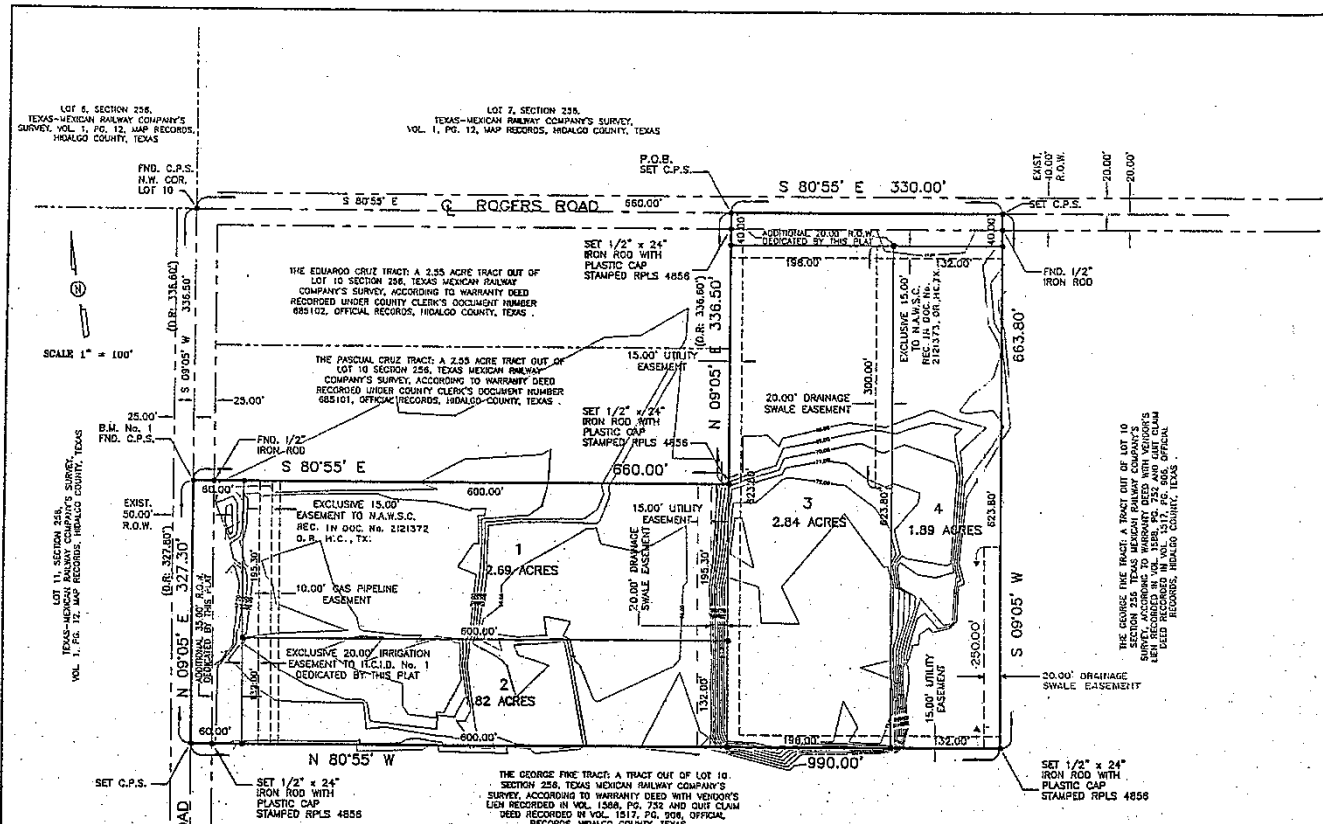
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

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.

[Signature] 6-10-10
ALONSO QUINTANILLA
P.E. No. 95837

DATE _____

SHEET NO. 1	FILED IN	FILED BY	FILED DATE	FILED TIME	FILED PLACE	FILED BY	FILED DATE	FILED TIME	FILED PLACE
1	FILED IN	FILED BY	FILED DATE	FILED TIME	FILED PLACE	FILED BY	FILED DATE	FILED TIME	FILED PLACE



PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH"
BASE FLOOD ELEVATION = 73.00
FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING) BASE FLOOD ELEVATIONS DETERMINED COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN 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.- MINIMUM BUILDING SETBACK LIMITS:
FRONT: 40.00 FEET ON ROGERS ROAD
REAR: 35.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 8.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 4. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4.- MINIMUM FINISH FLOOR ELEVATION:
MINIMUM FINISH FLOOR ELEVATION SHALL BE AT BFE 73.00 OR ABOVE NATURAL GROUND. ELEVATION CERTIFICATES 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.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No. 1 ELEVATION= 69.21 LOCATED ON COTTON PICKER SPINDLE FOUND ON THE CENTERLINE OF VALVERDE ROAD, 336.50 FEET SOUTH OF THE INTERSECTION OF ROGERS AND VALVERDE ROAD.

6.- 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 29,730.25 CUBIC FEET (0.68 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET NO. 2.

7.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8.- LEGEND - - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.

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

10.- 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 OCCUPANCY AN EASEMENT.

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

12.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TEXAS 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 SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLEX WITH THE MINIMUM 21,760 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 EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.

PASQUAL CRUZ, MOISES CRUZ, GREGORIO CRUZ & FIDEL CRUZ, THE OWNER & SUBDIVIDER OF CRUZ SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14.- 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 LOT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

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

16.- ALL LOTS IN CRUZ SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN CRUZ SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF CRUZ SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION OF THIS PLAT NOTE. THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING CRUZ SUBDIVISION 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 SERVING ALL THE LOTS IN CRUZ SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN CRUZ SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT SURROUNDING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

17.- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN 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.

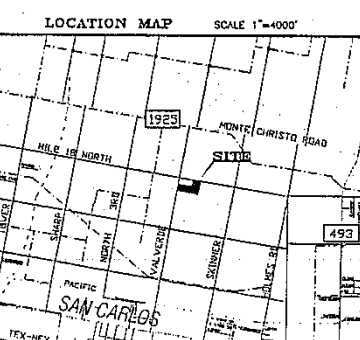
REVISION NOTES	DATE	BY	APPROVED

INDEX TO SHEETS

SHEET 1.- HEADING INDEX, LOCATION MAP AND ECU PRINCIPAL CONTACTS: MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (MEETS AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY A.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, H.O.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT 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

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:
CRUZ SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY NEAR THE SOUTHEAST CORNER SIDE OF VALVERDE ROAD AND ROGERS ROAD. IT IS 860.00 FEET EAST OF S&D INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 42,232). CRUZ SUBDIVISION, LIES APPROXIMATELY 3.35 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:
Name Address City & Zip Phone Fax
OWNER: PASQUAL CRUZ, MOISES CRUZ, GREGORIO CRUZ & FIDEL CRUZ 2734 N. VALVERDE EDINBURG, TX 78541 (956)789-0828 (956)301-9221
ENGINEER: ALONSO QUINTANILLA 124 E. STUBBS EDINBURG, TX 78539 (956)301-9460 (956)301-0527
SURVEYOR: ALONSO QUINTANILLA 124 E. STUBBS EDINBURG, TX 78539 (956)301-9460 (956)301-0527

ALONSO QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-0400
FAX 956-381-0527



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: September 28, 2010

RE: **Alamo Corner Subdivision – Pct. 4**
Final Approval

Alamo Corner Subdivision is a one (1) commercial lot subdivision located along the Northeast corner of Alamo Road and SH 107.

The proposed Subdivision lies within the City of Edinburg 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 February 19, 2010. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two and one half (2 ½) inch waterline on Alamo Road that will serve as the primary source of water for the proposed development.

Sanitary Sewer Services will be provided by OSSF.

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 Hidalgo County Advisory Board convened and recommended **Final Approval** on **September 21, 2010**.

1.1996 ACRE TRACT OF LAND BEING ALL OF LOT 1, EVERGREEN ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 50A, MAP RECORDED IN HIDALGO COUNTY, TEXAS, AND OUT OF LOTS 4 AND 5, R.B. CURRY SURVEY No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 161755A, CASH WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1601755, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1619885, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 1.896 ACRE TRACT OF LAND BEING AL. LOT 1, EVERGREEN ESTADOS, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 26, PAGE 50A, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND OUT OF LOTS 4 AND 5, SECTION 24, TOWNSHIP 4 NORTH, RANGE 10 WEST, COUNTY OF HIDALGO, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND CASH WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1557384, CASH WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1601755, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1619805, 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.

THENCE: S 80°34'56" E (DEED RECORD: S 80°34' E), ALONG THE SOUTH LINE OF THE FRANCISCO L. GARCIA TRACT, PASSING 1/2" IRON ROD FOUND AT 30.50 FEET FOR THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.N. 907), A TOTAL DISTANCE OF 203.53 FEET (DEED RECORD: 203.50 FEET) TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF EVERGREEN ESTATES FOR THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 80°41'30" E (MAP RECORD: S 80°34' E), ALONG THE NORTH LINE OF LOT 1, EVERGREEN ESTATES, A DISTANCE OF 149.23 FEET (MAP RECORD: 149.40 FEET) TO A 5/8" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF PONCIANA DRIVE FOR THE NORTHEAST CORNER OF LOT 1 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: N 84°04' W (MAP RECORD: N 83°52' W), ALONG THE SOUTH LINE OF LOT 1 AND THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107, A DISTANCE OF 149.45 FEET (MAP RECORD: 149.65 FEET) TO AN "X" MARK ON CONCRETE FOUND FOR THE SOUTHWEST CORNER OF LOT 1 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: N 40°37'34" W (DEED RECORD; N 39°29'31" W), ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107, A DISTANCE OF 34.43 FEET (DEED RECORD; 33.46 FEET) TO A 1/2" IRON ROD FOUND ON THE EAST RIGHT OF WAY LINE OF ALAMO ROAD (F.M. 907) FOR AN INTERIOR CORNER OF THIS TRACT.

CORNER OF LOT 4, THE NORTHWEST CORNER OF LOT 5 AND AN EXTERIOR CORNER OF THIS TRACT.

DISTANCE; N 09°28' E, ALONG THE WEST LINE OF LOT 4 AND WITHIN THE RIGHT OF WAY OF ALAMO ROAD (E.M. 807). A DISTANCE OF 219.75 FEET TO THE POINT OF BEGINNING AND S 09°28' E, ALONG THE EAST LINE OF LOT 4 AND WITHIN THE RIGHT OF WAY OF ALAMO ROAD (E.M. 807), A DISTANCE OF 219.75 FEET TO THE POINT OF BEGINNING.

STATE OF TEXAS
COUNTY OF HIDALGO

ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY SHOWN UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

ALFONSO GUINTANILLA

each purchased contract made between a subdivider and purchaser of a lot in

ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM OF 15 FEET WIDE.

FIVE (5.0) FOOT SIDEWALK WITH ADA RAMPS ARE REQUIRED ALONG ALAMO ROAD AND S.H. 107 BUILDING PERMIT STAGE.

OFF- STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE MIDALCO COUNTY

IN WITNESS WHEREOF the said Grantee executed this instrument

APPROVED EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING
APPROVED OSEMENT ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

ACCESS IS PERMITTED FROM PONCIANA DRIVE ONTO LOT 1.

ACCESS ONLY FROM 907 OR 5H 107 MUST COMPLY WITH THE LATEST VERSION OF TX-007'S
SS MANAGEMENT POLICY.

HIDALGO COUNTY HEALTH INSPECTOR _____ DATE _____

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALAMO CORNERS

HIDALGO COUNTY RIGHT OF WAY DIRECTOR	DATE

CONSULTING ENGINEERS **LAND SURVEYORS**
124 E. STUBBS ST. PHONE 958-3811-8480

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Arar and Collins (1971) using a Shimadzu 10A-UV spectrophotometer. The concentration of chlorophylls was expressed in $\mu\text{g mL}^{-1}$ of the sample.

I, MICHAEL MCCANN, SENIOR PROPERTY MANAGER OF FIRST NATIONAL BANK, AS OWNER OF THE 1.996 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALAMO CORNERS SUBDIVISION, 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:

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

MICHAEL McCANN, SENIOR PROPERTY MANAGER
P.O. BOX 810
EDINBURG, TEXAS 78539

BEFORE ME, the undersigned authority, on this day personally appeared SENIOR PROPERTY MANAGER
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.


LILA A. GUNTHER
 History Public, State of Texas
 My Commission Expires



STATE OF TEXAS
COUNTY OF HIDALGO

ON THIS THE 23rd DAY OF August, 2010 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1.

SECRETARY PRESIDENT

THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE

BY: _____

CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

Hidalgo County Judge _____ date _____

COUNTY OF HIDALGO

THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF \$40,270.00. THERE ARE TWO EXISTING WATER METERS

DATED THIS THE 6TH DAY OF MAY 2010

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

FILED FOR RECORD IN
MIDALCO COUNTY

ON: _____ AT: _____ AM/PM

BY: _____ DEPUTY

DATE REVISED	REVISED BY	CHECKED BY	APPROVED

COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, MICHAEL MCCANN, SENIOR PROPERTY MANAGER OF FIRST NATIONAL BANK, AS OWNER OF THE 1.996 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALAMO CORNERS SUBDIVISION, HEREBY SUBDUCE 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; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

[Signature] 7/27/10
DATE

FIRST NATIONAL BANK
MICHAEL MCCANN, SENIOR PROPERTY MANAGER
P.O. BOX 671
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

FIRST NATIONAL BANK
MICHAEL MCCANN

BEFORE ME, the undersigned authority, on this day personally appeared SENIOR PROPERTY MANAGER, 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 27TH day of JULY, 2010

[Seal] LUJA A. GUNTANILLA
Notary Public in and for Texas
My Commission Expires
July 23, 2017

Luis A. Guntanilla
LUJA A. GUNTANILLA - NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN R. LOPEZ, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS ALAMO CORNERS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORD ON THIS THE 25TH DAY OF AUGUST, 2010, WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

Juan R. Lopez
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT OFFICIAL

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE _____ DAY OF _____, 2010.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1.

[Signature] SECRETARY
[Signature] PRESIDENT

NOTES:
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, CHAPTER 46, ARTICLE 10, SECTION 1. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

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

THE UNDERSIGNED CERTIFY that this plat of the ALAMO CORNERS SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge _____ date _____
ATTEST: Hidalgo County Clerk _____ date _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.
I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.543, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF \$40,270.00. THERE ARE TWO EXISTING WATER METERS.

SEWAGE FACILITIES: THE SUBDIVISION HAS THREE (3) EXISTING OSS's. NO SEWER FEES WERE PAID.

DATED THIS THE 6TH DAY OF MAY, 2010

[Signature]
LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

[Seal] ALFONSO GUNTANILLA
Notary Public in and for Texas
My Commission Expires
July 23, 2017

COUNTY OF HIDALGO
TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 1 OF 2 SHEETS	FILENAME: P:\DATA\SUBDIVISIONS\EDINBURG\ALAMO CORNERS SUBDIVISION	DATE PREPARED JUN 15, 2010	PREPARED BY M. COWLEY	CHECKED BY _____	APPROVED BY _____
		DATE REVISD	REVISD BY	CHECKED BY	APPROVED BY



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: September 28, 2010

RE: **J.L. Cantu Subdivision– Pct. 4**
Final Approval with Financial Guarantee

J.L. Cantu Subdivision is a two (2) lot subdivision located along the North side of Alberta Road approximately 1000 feet East of Raul Longoria Road.

The proposed Subdivision lies within the City of Edinburg 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 April 08, 2009. The proposed subdivision lies within Zone "B & AH" as per FEMA's FIRM.

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

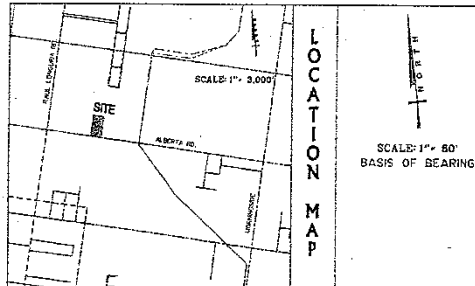
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Isaac Mata and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing two (2") inch waterline on Alberta 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 on January 26, 2010. The Subdivider is requesting Final Approval with a Cash Deposit. A Cash Deposit in the amount of \$1,500.00 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 one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on September 21, 2010.**



JL. CANTU SUBDIVISION

HIDALGO COUNTY, TEXAS

A 5.0 ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, OUT OF PORCIONES 71 AND 72, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOL. 0, PG. 4, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS
A 5.00 ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, OUT OF PORCIONES 71 AND 72, HIDALGO COUNTY, TEXAS, AS RECORDED IN A VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 5.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTHEAST CORNER OF SAID LOT 14, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING, SAID POINT LOCATED ON ALBERTA ROAD R-0-M1
THENCE, ALONG THE ROW OF SAID ALBERTA ROAD AND THE SOUTH LINE OF LOT 14, WEST, 386.54 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;
THENCE, PARALLEL TO THE EAST LINE OF LOT 14, NORTH, AT 20 FEET PASS THE NORTH ROW LINE OF SAID ALBERTA ROAD AND CONTINUING A TOTAL DISTANCE OF 563.44 TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;
THENCE, PARALLEL TO THE SOUTH LINE OF SAID LOT 14, EAST, 386.54 FEET TO A 1/2 INCH IRON ROD SET LOCATED ON THE EAST LINE OF SAID LOT 14, FOR THE NORTHEAST CORNER HEREOF;
THENCE, WITH THE EAST LINE OF SAID LOT 14, SOUTH, AT A DISTANCE OF 543.44 FEET PASS A 1/2 INCH IRON ROD SET ON THE NORTH ROW LINE OF SAID ALBERTA ROAD AND CONTINUING A TOTAL DISTANCE OF 563.44 FEET TO THE POINT OF BEGINNING, CONTAINING 5.0 ACRES, MORE OR LESS, OF WHICH THE SOUTH 20 FEET, COMPRISING 0.18 ACRES LIES IN ALBERTA ROAD.

STATE OF TEXAS:
COUNTY OF HIDALGO:

CERTIFICATION, AND ATTESTATION
ALEJANDRO B. JOSE LUIS B.

WESONA S. NORMA CANTU SUBDIVISION, AS OWNER OF THE 5.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED JL. CANTU SUBDIVISION, HEREBY

SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 236.022 AND THAT:
I. THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
II. SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
III. ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
IV. GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE FOREGOING IS TRUE AND COMPLETE.

BY: ALEJANDRO CANTU

BY: JOSE LUIS CANTU

BY: SONIA CANTU

BY: NORMA CANTU

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALEJANDRO B. JOSE LUIS B. SONIA S. NORMA CANTU, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING FULLY ADVERTISED OF THE NATURE AND CONSEQUENCES OF THE SAME, HAS DECLARED THAT HIS STATEMENT THEREIN IS TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF March, 2009.

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PROPERTY FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

NOTARY PUBLIC
MY COMMISSION EXPIRES 11/16/29

CARLOS VASQUEZ, R.P.L.S. No. 4608
571 BEAUMONT AVE.
MCALLEN, TEXAS 78501

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, INEZ B. GARZA JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

INEZ B. GARZA JR.
LICENSED PROFESSIONAL ENGINEER NO. 6022

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 TEX. WATER CODE 49.20(a). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

UNDER LOCAL GOVERNMENT CODE 236.022(b) WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JL. CANTU SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

DISTRICT MANAGER DATE:

HIDALGO COUNTY JUDGE DATE:

HIDALGO COUNTY CLERK DATE:

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON _____ AND WAS RECORDED IN BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ M. ON _____

STATE OF TEXAS:
COUNTY OF HIDALGO:

ON _____, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JL. CANTU SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE:

STATE OF TEXAS:
COUNTY OF HIDALGO:

ON _____, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JL. CANTU SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

HIDALGO COUNTY ASSISTANTS CHIEF INSPECTOR DATE:

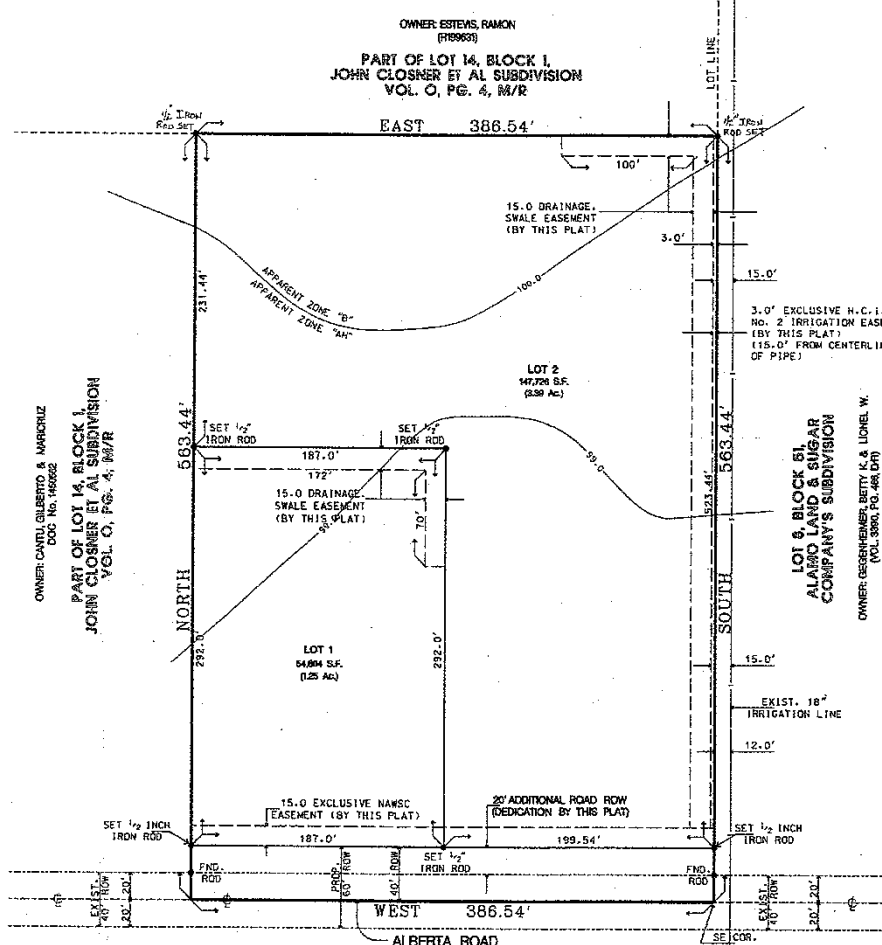
I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF EDINBURG WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING & ZONING COMMISSION DATE:

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, _____, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS JL. CANTU SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS _____ DAY OF _____, 2010 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR



PART OF LOT 15, BLOCK 1,
JOHN CLOSNER ET AL SUBDIVISION
VOL. 0, PG. 4, M/R

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF EDINBURG DATE:

ATTEST: CITY SECRETARY DATE:

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____, 2010.

PRESIDENT DATE:

ATTEST: SECRETARY 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") 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, 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 LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN GRANTED ADJACENT TO A PUBLIC ROAD SO AS TO REQUIRE THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ADJUTS ON A PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTEE FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATERLINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED, THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAIN BY GRANTEE BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTEE COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR 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 GREATER.

REVISION NOTES

No.	SHEET	REVISIONS	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER(S): ALEJANDRO B. JOSE LUIS CANTU	315 S. 10th St.	Edinburg, Texas 78541	(361) 227-4286	
ENGINEER: INEZ B. GARZA JR.	100 East Ferguson	Phon. 7x78577	(361) 533-5200	
SURVEYOR: CARLOS VASQUEZ	517 BEAUMONT AVE.	MCALLEN, TX 78501	(361) 616 651	(361) 616 6547

GENERAL PLAT NOTES & RESTRICTIONS

- MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
FRONT - 40.0'
REAR - 15 FT. OR EASEMENT WHICHEVER IS GREATER
SIDE - 6.0 FT. OR EASEMENT WHICHEVER IS GREATER
- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B" AND "AH" (AH DFE=100)
ZONE "B" AREAS BETWEEN LIMITS OF THE 100 YEAR FLOOD & 500 YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD (MEDIAN SHADING ZONE "AH", AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE AND THREE FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4027).
- MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 100 FEET. 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 FRESH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION SEE SHEET 3 FOR DRAINAGE ELEVATIONS AND 50 FEET PAD SITE FOR LOT 1.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED IN LOTS 1 THROUGH 4. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY LOT 1.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 2,800 CUBIC FEET (0.25 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
3,000 CUBIC FEET ON LOT 1 AND 8,000 CUBIC FEET ON LOTS 2 & 3.
- NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 18 INCHES MATURE, HEIGHT, GROUND COVER, GRASS OR FLOWERS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 18 INCHES MATURE, HEIGHT, GROUND COVER, GRASS OR FLOWERS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DESIGNATED 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 OCCUPANCY AN EASEMENT.
- 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 SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLETES WITH THE MINIMUM 2,700 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXEMPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANKS
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
- ALEJANDRO, JOSE LUIS, SONIA S. NORMA CANTU, THE OWNERS & SUBDIVIDERS OF JL. CANTU RETAINS 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.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM BOUNDARIES ON THIS SUBDIVISION.
- THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
BM ELEVATION +10.45 FEET, DESCRIPTION: FINISHED FLOOR ELEVATION OF THE EXISTING RESIDENCE ON LOT 2 TRANSFERRED FROM RM-3 AS SHOWN ON FPM MAP PANEL NO. 48334 0425 C, EFFECTIVE NOV. 16, 1982.
- ALL LOTS IN JL. CANTU SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS SHOWN ON SHEET 3. SAID SWALE EASEMENT SHALL BE THE PROPERTY OF THE GRANTOR OR ANY SUBSEQUENT OWNER OF THE REAL PROPERTY REGISTRATION 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 BALLOON OR ANY OTHER MEANS 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 JL. CANTU SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVING ALL THE LOTS IN JL. CANTU SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN JL. CANTU SUBDIVISION, ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE EASEMENT BURNING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

INDEX

SHEETS	DESCRIPTION
1	LOCATION MAP AND ETS; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYORS' AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETS OF A MUNICIPALITY AND DESIGNATE THE PROJECT; THE PROJECTS SITUATED; K.L.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATION AND APPROVAL; RIGHT OF WAY CERTIFICATION; H.C.D. CERTIFICATION; REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SAMPLE OF LOG BORE FOR OSSF SYSTEM, TYPICAL WATER SERVICE CONNECTION, SUB-DIVIDER CERTIFICATION AND STATEMENT.
3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

GARZA-GARZA ENGINEERING
CONSULTING ENGINEER
100 E. FERGUSON
PHON. 7x78577
PH. (361) 533-5200

SHEET NO. 1
SHEET OF 3



PLANNING DEPARTMENT

County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: September 28, 2010

RE: **Villegas Subdivision– Pct. 4**
Final Approval with Financial Guarantee

Villegas Subdivision is a two (2) lot subdivision located on the West side of Val Verde Road approximately 660 feet South of Monte Cristo Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 11, 2008. The proposed subdivision lies within a Zone "AH" as per FEMA's FIRM.

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

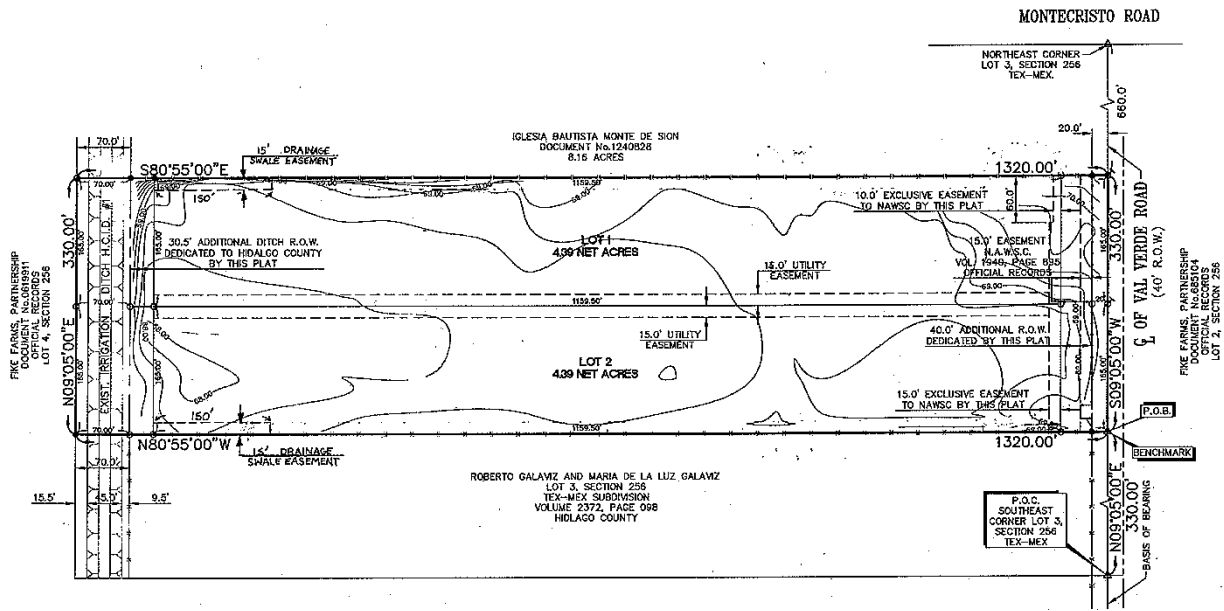
Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Raul Palma and approved by the Hidalgo County Environmental Health Department. There is one existing OSSF System installed on Lot 1.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on Val Verde Road.

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 on March 31, 2009. The Subdivider is requesting Final Approval with a Cash Deposit. A Cash Deposit in the amount of \$1,000.00 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 one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on September 21, 2010.**



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 TEX. WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:

THIS PLAT IS APPROVED BY THE HIDALGO COUNTY IRIGATION DISTRICT NO. 1 ON THIS 12-9-09 DAY OF DECEMBER, 2009

HIDALGO COUNTY IRIGATION DISTRICT NO. 1, THIS WILL NOT BE RESPONSIBLE FOR REPAIRS OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THIS DISTRICT RIGHT-OF-WAY AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.D. NO. 1 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.D. NO. 1.

[Signature]
PRESIDENT

STATE OF TEXAS COUNTY OF HIDALGO

I, JUAN SALAZAR DE LA CERDA, JOSE ANGELO SALAZAR DE LA CERDA, JOSE CARLOS VILLEGAS, AND ROSA DALIA VILLEGAS, AS OWNER OF THE 10.0 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VILLEGAS SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DO DEVOTE TO THE PUBLIC USE, THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.028 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 THE STATES STANDARDS;
- (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
- (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

[Signature] 12-9-09
OWNER: JOSE CARLOS VILLEGAS DATE

[Signature] 12-09-09
OWNER: ROSA DALIA VILLEGAS DATE

[Signature] 12-09-09
OWNER: JUAN SALAZAR DE LA CERDA DATE

[Signature] 12-09-09
OWNER: JOSE ANGELO SALAZAR DE LA CERDA DATE

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS VILLEGAS	210 E. BUTLER	PHARR, TEXAS 78577	(956) 207-7007 N/A
ENGINEER:	JOSE E. SAENZ, P.E.	P.O. BOX 3293	EDINBURG, TEXAS 78540	(956) 383-2984 (956) 383-3736
SURVEYOR:	LEO L. RODRIGUEZ, JR., R.P.L.S.	P.O. BOX 3293	EDINBURG, TEXAS 78540	(956) 383-2984 (956) 383-3736

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, JOSE E. SAENZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

[Signature]
JOSE E. SAENZ, P.E. NO. 62553

STATE OF TEXAS COUNTY OF HIDALGO

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

[Signature]
LEO L. RODRIGUEZ, JR., R.P.L.S. NO. 2448

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY, PERSONALLY APPEARED JUAN SALAZAR DE LA CERDA, JOSE ANGELO SALAZAR DE LA CERDA, JOSE CARLOS VILLEGAS, AND ROSA DALIA VILLEGAS, 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 THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9 DAY OF DECEMBER, 2009

[Signature] 12-9-09
NOTARY PUBLIC COUNTY OF HIDALGO DATE

INDEX TO SHEET OF SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP AND ETC.; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES; HIDALGO COUNTY HEALTH DISTRICT AND HIDALGO COUNTY RIGHT-OF-WAY CERTIFICATES; WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP; ENGINEERING REPORT; (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
SHEET 2	TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES

GENERAL NOTES

- 1) FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH", BFE: 73.0
COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 8, 2000
LOWR DATED MAY 17, 2001
- 2) THE AREAS WITHIN THE DRAINAGE EASEMENT AND THE EXISTING STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY-PANEL NO. 480334 0325 D, ZONE "AH" EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN ADMINISTRATOR IDENTIFIES THE ENTIRE SUBDIVISION PROPERTY IS WITHIN FLOOD ZONE "AH" AND WITHIN THE 100-YEAR FLOOD PLAIN.
- 3) CONSTRUCTION OF COMMERCIAL BUILDING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE BUILDING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- 4) ALL LOT CORNERS ARE MARKED WITH A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED J.E. SAENZ.
- 5) MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 74.5. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION 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) BENCHMARK NOTE:
DATE: MAR. 1983, STATE PLANE, TEXAS, SOUTH, F.P.S., 4205, FEE
BENCHMARK ELEVATION: 69.84'
LOCATION: TOP OF COTTON PICKER SPINDLE AT THE SOUTHEAST CORNER OF THE NORTH 10.00 ACRES OF THE SOUTH 20.00 ACRES OF LOT THREE SECTION TWO HUNDRED AND FIFTY SIX.
- 7) NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT 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 FLOWER) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- 8) SETBACKS:
FRONT: 50 FEET
REAR: 35.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 8.00 FEET OR EASEMENT WHICHEVER IS GREATER
- 9) ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
- 10) DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF (225 CUBIC FEET (2.6 ACRES FEET) OF STORM WATER RUNOFF DRAINAGE RETENTION IN ACCORDANCE WITH LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 OF THIS PLAT).
- 11) DRAINAGE SWALE EASEMENT NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
- 12) GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- 13) EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- 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.
- 15) OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.
- 16) EACH LOT ON THIS PLAT COMPLETES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
- 17) OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
- 18) SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
- 19) APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.
- 20) A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN 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.
- 21) THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- 22) JUAN SALAZAR DE LA CERDA, JOSE ANGELO SALAZAR DE LA CERDA, JOSE CARLOS VILLEGAS, AND ROSA DALIA VILLEGAS, THE OWNER & SUBDIVIDER OF VILLEGAS SUBDIVISION, RETAINS 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.
- 23) 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 OCCUPANCY AN EASEMENT.
- 24) THE OWNER SHALL REMOVE ALL IMPROVEMENTS LOCATED ON THE RIGHT OF WAY AT THE OWNER'S EXPENSE WITHIN 45 DAYS OF RECEIVING WRITTEN NOTICE FROM THE COUNTY OR OTHER GOVERNMENTAL ENTITY OF ITS INTENT TO UTILIZE THE RIGHT OF WAY.

SCALE: 1"=100'

LEGEND

- SET 1/2" IRON ROD
- FOUND 1/2" IRON ROD
- △ SET 60-D NAIL
- ▲ FOUND COTTON PICKER SPINDLE
- ✕ HOGWIRE FENCE
- ✕ BORE LOCATION



LOCATION MAP
SCALE: 1"=5000'

LOCATION DESCRIPTION

VILLEGAS SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 4 APPROXIMATELY 460 FEET SOUTH OF INTERSECTION OF MONTECRISTO ROAD AND VAL VERDE ROAD, WEST OF VAL VERDE ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735). VILLEGAS SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS OF EDINBURG AND IS 1.2 MILES OUTSIDE THE CITY'S EXTRAJURISDICTIONAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021 AND 212.001.

METES AND BOUNDS DESCRIPTION

A 10.00 (435600.00 SQ. FT.) ACRE TRACT OF LAND BEING THE NORTH 10.00 (435600.00 SQ. FT.) ACRES OF THE SOUTH 20.00 (871200.00 SQ. FT.) ACRES OF LOT THREE (3), SECTION TWO HUNDRED FIFTY-SIX (256), TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 10.00 (435600.00 SQ. FT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON PICKER SPINDLE FOUND AT THE SOUTHEAST CORNER OF LOT THREE (3), SECTION TWO HUNDRED FIFTY-SIX (256), TEXAS-MEXICAN RAILWAY COMPANY SURVEY; THENCE NORTH 09° 05' 00" EAST, 330.00 FEET WITH THE EAST BOUNDARY LINE OF SAID LOT THREE (3), SECTION TWO HUNDRED FIFTY-SIX (256), TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING.

THENCE NORTH 80° 55' 00" WEST, AT 20.00 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EXISTING WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, AT 1250.00 FEET PASS A HALF (1/2) INCH IRON ROD SET AT THE EAST RIGHT OF WAY LINE OF AN IRRIGATION DITCH, AT 1120.00 FEET IN ALL TO A FOUND HALF (1/2) INCH IRON ROD AT THE WEST BOUNDARY LINE OF SAID LOT THREE (3) SECTION TWO HUNDRED FIFTY-SIX (256), FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 09° 05' 00" EAST, 330.00 FEET WITH SAID WEST BOUNDARY LINE TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 80° 55' 00" EAST, AT 70.00 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EAST RIGHT OF WAY LINE OF SAID IRRIGATION DITCH, AT 1300.00 FEET PASS A HALF (1/2) INCH IRON ROD FOUND AT THE EXISTING WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, AT 1320.00 FEET IN ALL TO A 60-D NAIL SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 09° 05' 00" WEST, 330.00 FEET WITH THE EAST BOUNDARY LINE OF LOT THREE(3), SECTION TWO HUNDRED FIFTY-SIX (256) TO THE POINT OF BEGINNING CONTAINING 10.00 (435600.00 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028(c)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VILLEGAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON 12-9-09

[Signature] 12/9/09
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028(c)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VILLEGAS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON 12-9-09

[Signature] 12/9/09
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

VILLEGAS SUBDIVISION

A 10.0 ACRE TRACT OF LAND BEING THE NORTH 10.0 ACRES OF THE SOUTH 20.0 ACRES OF LOT 3, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: FEBRUARY 2009

J.E. SAENZ & ASSOCIATES, INC.

P.O. BOX 3293 TEL. (956) 383-2984
EDINBURG, TEXAS 78540 FAX (956) 383-3736

1
2
SUB 07.004

AI-23082

6.A.

**Pipeline Permit
CC CONSENT**

Date: 09/28/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

1. North Alamo Water Supply:
 - a. Juan Munoz & Sons Subd.- (998' north of 14N on the west side of 4W)-Bore-3/4" service connection
 - b. Valladares Estates -1,295' north of 11N on the east side of 6.5W)- Bore- 3/4" service connection
 - c. Approximately 500' north of Highland on the east side of 85th St (San Carlos)- Bore-Angel E. Garcia-3/4" service connection
2. Sharyland Water Supply Corporation:
 - a. A 6" PVC waterline to begin 20 ft. South of the centerline of the intersection of Mile 16 Rd. & FM 2058; then to go West for a distance of approximately 5400'. Waterline to be located 5 ft. North of South R.O.W. line of Mile 16 Rd.
3. Border Comm/ XC Networks :
 - a. Bore & install fiber optic cable 300 ft from center of Levee at Anzalduas Park on Wing Road.

BACKGROUND

Fiscal Impact

Attachments

Link: [NAWSC/Sharyland/XC Networks](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 11:02 AM	APRV
2	Olga Garza		09/24/2010 03:43 PM	NEW
3	Auditor's Office	Linda Fong	09/24/2010 03:43 PM	APRV

Form Started By: Sandra Garcia
Started On: 09/21/2010 11:13 AM
Final Approval Date: 09/24/2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 28th day of September, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain an 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Juan Munoz & Sons Subd.-(998' north of 14N on the west side of 4W)- Bore- ¾" service connection
- 2. Valladares Estates (1,295' north of 11N on the east side of 6.5W)- Bore- ¾" serv conn
- 3. Approximately 500' north of Highland on the east side of 85th St (San Carlos) Bore- Angel E. Garcia

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 28th day of September, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

Sharyland Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 6 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Parallel Line: A 6" PVC waterline to begin 20 ft. South of the centerline of the intersection of Mile 16 Rd. & FM 2058; then to go West for a distance of approximately 5400'. Waterline to be located 5 ft. North of South R.O.W. line of Mile 16 Rd.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 6" PVC water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 28th day of September, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

Border Comm/ XC Networks

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a fiber optic inch /water/ gas/ sewer/ irrigation line; said line to be constructed of _____ material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Bore & install fiber optic cable 300 ft. from center of Levee at Anzalduas Park on Wing Road.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a fiber optic line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-23134

6.B.

**Pipeline Permit
CC CONSENT**

Date: 09/28/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Crystal Gas Storage:

The TCEQ has instructed Crystal Gas Storage, Inc. and Occidental Petroleum, Inc. to perform additional groundwater sampling of monitor wells to the west and southeast of the Former Refinery property located at the southeast corner of FM 493 and a county road bordering the northern property boundary in La Blanca, Hidalgo County, Texas. Upon completion, wells will be plugged and abandoned in accordance with State Regulations.

BACKGROUND

Fiscal Impact

Attachments

Link: [Crystal Gas Storage](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 02:36 PM	APRV
2	Olga Garza	Olga Garza	09/23/2010 10:18 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:44 PM	APRV

Form Started By: Sandra Garcia
Started On: 09/22/2010 01:33 PM
Final Approval Date: 09/24/2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 28th day of September, 2010 does by these presents GRANT, GIVE AND RELINQUISH TO:

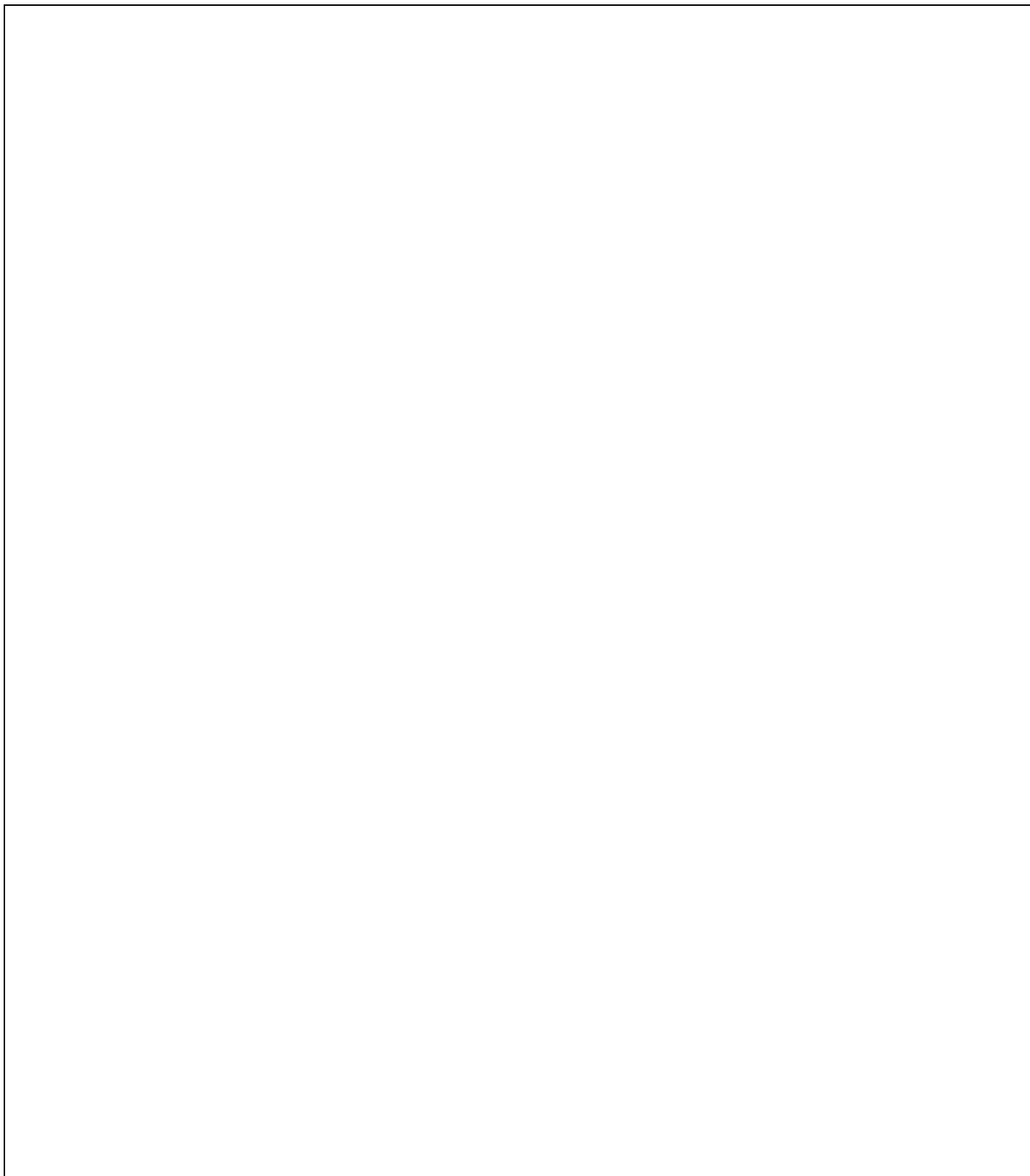
Crystal Gas Storage

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a monitor wells inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. The TCEQ has instructed Crystal Gas Storage, Inc. and Occidental Petroleum, Inc. to perform additional groundwater sampling of monitor wells to the west and southeast of the Former Refinery property located at the southeast corner of FM 493 and a county road bordering the northern property boundary in La Blanca, Hidalgo County, Texas. Upon completion, wells will be plugged and abandoned in accordance with State Regulations.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a monitor wells line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.



AI-23140

7.A.

TAX OFFICE REFUNDS

CC CONSENT

Date: 09/28/2010
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

Acct#	Payer	Amt
K2400.00.000.0069.13	Bey LLC	\$3398.15
M2400.00.000.000A.00	First American Controlled Disbursement	\$77864.14
M2400.00.000.000A.00	First American Controlled Disbursement	\$88534.51
M2400.00.000.000A.00	First American Controlled Disbursement	\$154171.92
P5370.00.000.0018.00	Litton Loan Servicing	\$3557.87
W3800.00.178.0000.03	Bac Tax Services	\$3721.61
W3800.00.178.0000.04	Bac Tax Services	\$2653.37

BACKGROUND

Fiscal Impact

Attachments

Link: [frnt pg](#)

Link: [accts](#)

Link: [bey](#)

Link: [first](#)

Link: [first american](#)

Link: [first american controlled](#)

Link: [litton](#)

Link: [bac](#)

Link: [bac tax](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:41 PM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 11:43 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:00 PM	APRV

Form Started By: Hilda Fuentes
Started On: 09/22/2010 02:58 PM
Final Approval Date: 09/24/2010

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA

Assessor and Collector

September 22, 2010

P.O. Box 178

Edinburg, Texas 78540-0178

(956) 318-2157 • Fax (956) 318-2733

The Honorable Rene Ramirez
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

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

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

When completed, please return the attached to this office.

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

Very truly yours,


Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

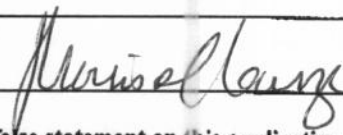
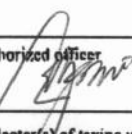
P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1. K2400.00.000.0069.13	BEY LLC	\$ 3,398.15
2.M2400.00.000.000A.00	FIRST AMERICAN CONTROLLED DISBURST	\$ 77,864.14
3.M2400.00.000.000A.00	FIRST AMERICAN CONTROLLED DISBURST	\$ 88,534.51
4.M2400.00.000.000A.00	FIRST AMERICAN CONTROLLED DISBURST	154171.92
5.P5370.00.000.0018.00	LITTON LOAN SERVICING	\$ 3,557.87
6.W3800.00.178.0000.03	BAC TAX SERVICES	\$ 3,721.61
7.W3800.00.178.0000.04	BAC TAX SERVICES	\$ 2,653.37



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC	
Present mailing address (number and street) P O BOX 178		City, town or post office, state, ZIP code EDINBURG TX 78540-0178	
		Phone (area code and number) (956) 318-2157	
To apply for a tax refund, the taxpayer must complete the following			
Step 1:	Owner's name and address		
	Owner's name MASTERCRAFTERS CONSTRUCTION & DEVELOPMENT INC PAYER: BEY LLC &		
	Present mailing address (number and street) 4717 N 4TH ST		
	City, town or post office, state, ZIP code MCALLEN, TX 78504		Phone (area code and number)
	Legal description (or attach copy of the tax bill or tax receipt): KELLY PHARR TRACT E591.70'-S241'-N440' &		
Step 2:	Describe the property		
	Address or location of property:		
	R666522&		
	Account number of property:		Tax receipt number:
	K2400.00.000.0069.13&		OR
Step 3:	Give the tax payment information		
	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment
	1. ALL ENTITIES	2009&	07/26 / 2010
	2.		/
	3.		/
	4.		/
	5. TOTAL		/
	Taxpayer's reason for refund (attach supporting documentation): PAID IN ERROR. APPLY TO CORRECT		
	ACCT#K2400.00.000.0069.12 R589774		
	HF		
Step 4:	sign the form		
	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."		
	sign here	Signature 	Date of application for tax refund 8/30/10
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		
Step 5:	Tax refund Determination		
	This tax refund is ☒ Approved ☐ Disapproved		
	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 8/20/10		
	sign here	Authorized officer 	Date 9/22/10
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)		Date
	sign here 		8/8/2010

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC			
Present mailing address (number and street) P O BOX 178					
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157			
To apply for a tax refund, the taxpayer must complete the following					
Step 1: Owner's name and address	Owner's name CHASE BANK OF TEXAS N A PAYER: FIRST AMERICAN CONTROLLED DISBURSTMENT				
	Present mailing address (number and street) PO BOX 2558 STE 1100 717 TRAVIS ST				
	City, town or post office, state, ZIP code HOUSTON, TX 77002-3202		Phone (area code and number)		
Legal description (or attach copy of the tax bill or tax receipt): MCALLEN STATE BANK LT A					
Step 2: Describe the property	Address or location of property:				
	R230579				
	Account number of property:		Tax receipt number:		
	M2400.00.000.000A.00		OR		
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2007	01/31 / 2008	\$ 303190.43	\$ 77864.14
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 77864.14
	Taxpayer's reason for refund (attach supporting documentation): COURT ORDER# C-2180-07-C				
	HF				
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	Signature sign here 			Date of application for tax refund	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved				
	Authorized officer sign here 			Date 9/15/10	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 			Date 9/3/10	

**AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 9-15-10**

L.C. 9/15/10

Date

9/15/10

Date

9/3/10

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC			
Present mailing address (number and street) P O BOX 178		Phone (area code and number) (956) 318-2157			
City, town or post office, state, ZIP code EDINBURG TX 78540-0178					
To apply for a tax refund, the taxpayer must complete the following					
Step 1: Owner's name and address	Owner's name BREOF BNK TEXAS LP PAYER: FIRST AMERICAN CONTROLLED DISBURSTMENT				
	Present mailing address (number and street) 181 BAY ST STE 300				
	City, town or post office, state, ZIP code M5J2T3, CA		Phone (area code and number)		
Legal description (or attach copy of the tax bill or tax receipt): MCALLEN STATE BANK LT A					
Step 2: Describe the property	Address or location of property:				
	R230579				
	Account number of property:		Tax receipt number:		
	M2400.00.000.000A.00		OR		
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008	01/27 / 2009	\$ 305722.87	\$ 88534.51
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 88534.51
	Taxpayer's reason for refund (attach supporting documentation): COURT ORDER# C-2298-08-C				
	HF				
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	Signature sign here			Date of application for tax refund	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved				
	Authorized officer sign here			Date 9/15/10	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here			Date 9/3/10	

9/13

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC				
Present mailing address (number and street) P O BOX 178						
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157				
To apply for a tax refund, the taxpayer must complete the following						
Step 1: Owner's name and address	Owner's name BREOF BNK TEXAS LP PAYER: FIRST AMERICAN CONTROLLED DISBURSTMENT					
	Present mailing address (number and street) 181 BAY ST STE 300					
	City, town or post office, state, ZIP code M5J2T3, CA		Phone (area code and number)			
Legal description (or attach copy of the tax bill or tax receipt): MCALLEN STATE BANK LT A						
Step 2: Describe the property	Address or location of property:					
	R230579					
	Account number of property:		Tax receipt number:			
	M2400.00.000.000A.00		OR			
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2009	01/26 / 2010	\$ 363593.89	\$ 154171.92
	2.			/	\$	\$
	3.			/	\$	\$
	4.			/	\$	\$
	5. TOTAL			/	\$	\$ 154171.92
	Taxpayer's reason for refund (attach supporting documentation): COURT ORDER# C-2298-08-C					
	HF					
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	Signature sign here				Date of application for tax refund	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved					
	Authorized officer sign here				Date 9/15/10	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 3.11, tax code) sign here				Date 9/3/10	

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: 9/15/10

9/13



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

081310010

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

Print Date: 08/03/2010

LITTON LOAN SERVICING
1 FIRST AMERICAN WAY
WESTLAKE, TX 76262

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: Aug 9-15-10

L.C. 9/20/10

Account Number P5370-00-000-0018-00 HCAD No. R571041
Legal Description of the Property PENA BLANCA ESTATES LOT 18 110 JJDR OWNER: DE LA GARZA, JUAN A & ROSALINDA # 0040202400 2009 OVERAGE AMOUNT \$3,557.87

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 49: LA JOYA ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

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

Step 1: Identify the Payer requesting the refund if different than shown above	Name <u>Litton Loan Servicing</u>	Relationship to Property Owner
	Mailing Address <u>PO Box 961250</u>	Daytime Telephone Number <u>(888) 828-9200</u>
	City, State, Zip Code <u>FE. WORTH TX 76161</u>	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year <u>2009</u> and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☒ Overpaid the account	
	☐ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☒ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account For tax year	
	☐ Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE <u>[Signature]</u>	Date of application <u>8/27/2010</u>
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☒ Approved ☐ Denied	By: <u>[Signature]</u> Date: <u>9/22/10</u>
TAX OFFICE USE ONLY:	☐ Approved ☐ Denied	By: <u>[Signature]</u> Date: <u>9/13/10</u>

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

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC				
Present mailing address (number and street) P O BOX 178						
City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Phone (area code and number) (956) 318-2157				
To apply for a tax refund, the taxpayer must complete the following						
Step 1: Owner's name and address	Owner's name CAVAZOS, NOE A & DORA J PAYER: BAC TAX SERVICES					
	Present mailing address (number and street) 5617 N FM 88					
	City, town or post office, state, ZIP code WESLACO, TX 78596		Phone (area code and number)			
Legal description (or attach copy of the tax bill or tax receipt): WEST TRACT S 4.0AC-N10AC FT 178						
Step 2: Describe the property	Address or location of property:					
	R324752					
	Account number of property:		Tax receipt number:			
	W3800.00.178.0000.03		OR			
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2008	07/30 / 2010	\$ 1771.59	\$ 1771.59
	2.		2009	07/30 / 2010	\$ 1950.02	\$ 1950.02
	3.			/	\$	\$
	4.			/	\$	\$
	5. TOTAL			/	\$	\$ 3721.61
	Taxpayer's reason for refund (attach supporting documentation): AS PER BAC PAID INCORRECT ACCOUNT					
	CORRECT ACCT#W3800.00.178.0000.05(PAID)					
	HF					
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	sign here	Signature Candice D. Holland				Date of application for tax refund 8-24-10
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.						
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved					
	sign here	Authorized officer [Signature]				Date 9/22/10
	sign here	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) [Signature]				Date 9/8/10

AUDITED BY: THE HIDALGO
COUNTY AUDITOR'S OFFICE
DATE: **9/20/10**

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE		Collecting tax for: (Tax Units) GHD-SST-DRI-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC				
Present mailing address (number and street) P O BOX 178		Phone (area code and number) (956) 318-2157				
City, town or post office, state, ZIP code EDINBURG TX 78540-0178						
To apply for a tax refund, the taxpayer must complete the following						
Step 1: Owner's name and address	Owner's name CAVAZOS, NOE A & DORA J PAYER: BAC TAX SERVICES					
	Present mailing address (number and street) 5617 N FM 88					
	City, town or post office, state, ZIP code WESLACO, TX 78596		Phone (area code and number)			
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): WEST TRACT 1.0 AC-S5.0AC N 10AC FT 178					
	Address or location of property:					
	R324753					
	Account number of property: W3800.00.178.0000.04		Tax receipt number:			
	OR					
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested		Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES		2008	07/30 / 2010	\$ 1429.76	\$ 1429.76
	2.		2009	07/30 / 2010	\$ 1223.61	\$ 1223.61
	3.			/	\$	\$
	4.			/	\$	\$
	5. TOTAL			/	\$	\$ 2653.37
	Taxpayer's reason for refund (attach supporting documentation): AS PER BAC PAID INCORRECT ACCOUNT CORRECT ACCT#W3800.00.178.0000.05(PAID) HF					
Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."					
	sign here Signature Candice D. Hutland				Date of application for tax refund 8-24-10	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.					
Step 5: Tax refund Determination	This tax refund is ☒ Approved ☐ Disapproved					
	Authorized officer [Signature]				Date 9/22/10	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) [Signature]				Date 9/9/10	

AI-23143

8.A.

Membership Dues - Texas Animal Control Association

CC CONSENT

Date: 09/28/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Membership Dues

Information

CAPTION

Health & Human Services:

Requesting approval for 2010 membership dues for Todd Buster, Animal Control Officer, for the Texas Animal Control Association in the amount of \$50.00, with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-005-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available for requisition# 181539 as of 9-23-10 \$50.00 for Texas Animal Control Association.

Attachments

Link: [Todd Buster](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:57 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/23/2010 01:56 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:46 PM	APRV

Form Started By: Josie Escalante

Started On: 09/22/2010 03:05 PM

Final Approval Date: 09/24/2010

TEXAS ANIMAL CONTROL ASSOCIATION
MEMBERSHIP APPLICATION

DATE 8/30/2010 TDH REGION 11 NEW RENEWAL ✓
NAME TODD BUSTER ADDRESS 1304 S. 25th
CITY Edinburg COUNTY Hidalgo ZIP 78539
EMPLOYMENT Hidalgo County Health Dept. TITLE Animal Control Officer
WK PHONE 956-383-0111 HM PHONE 956-383-5076
FAX 956-383-7351 E-mail Address TODD.BUSTER@HCHD.ORG

TYPE OF MEMBERSHIP: (Please Circle)

CERTIFIED
\$50.00

Open to all animal control and humane personnel whose primary duties are directly related to animal control. Reduced conference tuition. Maintenance of CE hours. Certification statement every three years. Trade journals or periodicals selected by the association. (Voting Rights)

ASSOCIATE
\$25.00

Open to Public Health and Veterinary Health Personnel, Government Officials, Quasi-Public Organizations, Veterinarians and others interested in animal control. (No Voting Rights)

SUPPORTIVE
\$50.00

Open to veterinarian medical organizations, supply companies, pet food companies, municipalities and other organizations interested in animal control. (No Voting Rights)

CORPORATE
\$200

Open to business and corporations.
(Will receive a Certificate and ad in the annual conference booklet.
No Voting Rights)

RETURN APPLICATION AND FEES TO: (MAKE CHECKS PAYABLE TO TACA)
TEXAS ANIMAL CONTROL ASSOCIATION
P.O. BOX 150637
LUFKIN, TX 75915-0637

1-800-324-8503

(Check one) Visa MasterCard Zip Code Security #'s

Name as appears on card (print) -

Card Number Expires (Mo) (Yr)

Total Amount \$ Signed

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

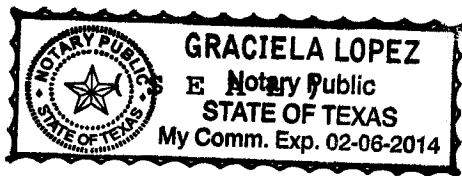
I, TODD BUSTER, do hereby state that my membership in the TACA on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Todd Buster

TITLE: Animal Control

Before me Graciela Lopez, a Notary Public, appeared Todd Buster, and on his/hers oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Graciela Lopez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

AI-23072

9.A.

Approval of Monthly Financial Report for the Month of August 2010.

CC CONSENT

Date: 09/28/2010
Submitted By: Angelica Tapia, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Approval of Monthly Financial Report for the Month of August 2010.

BACKGROUND

Report will be distributed before Commissioners' Court meeting.

Fiscal Impact

FISCAL YEAR: N/A ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A 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	Sylvia Solis	09/21/2010 01:59 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/23/2010 10:47 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:46 PM	APRV

Form Started By: Angelica Tapia
Started On: 09/21/2010 08:58 AM
Final Approval Date: 09/24/2010

AI-23187**10.A.****Approval of Purchase of LED Lighting for County Buildings
CC CONSENT**

Date: 09/28/2010
Submitted By: Darlene Betancourt, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information**CAPTION**

Acceptance of proposal received from awarded vendor, Facility Solutions Group (FSG) through the County's participation/membership with TASB/Buyboard-Contract No. 290-08 for the "Purchase of 48" 15 watt LED Tube Lighting for the following County Buildings:

New Administration Building (Corner of Highway 281 & Canton Rd-Edinburg, TX)	\$134,487.60
Precinct No. 3 Multiplex & Mansion Buildings (Mission, TX)	\$ 78,917.10
Total Amount	\$ 213,404.70

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1287-431-00-XXX-XXX-3-671
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

New Admin:

0-1287-431-00-220-046-3-671 available balance as of 9-24-10 \$157,375.00

Pct. 3 LED Lights:

0-1287-431-00-123-087-3-671 available balance as of 9-24-10 \$84,861.00

Attachments

Link: [New Adm Quote](#)

Link: [Pct 3 Quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2010 03:19 PM	APRV
2	Budget & Management	Sylvia Solis	09/24/2010 03:31 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/24/2010 03:58 PM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 04:29 PM	APRV

5 Dina Trevino Sylvia Solis 09/24/2010 04:59 PM APRV
Form Started By: Darlene Started On: 09/24/2010 11:17
Betancourt AM
Final Approval Date: 09/24/2010

September 24, 2010

Darlene Betancourt – Moises Salazar
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

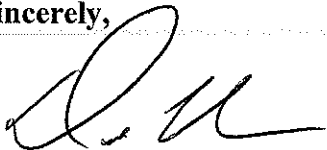
Reference: New Administration Building – Corner of Canton & Closner 281

Buy Board Contract # 290-08 25% off trade price

Quantity.....	Description.....	Unit Price.....	Total
(1924)	48" 15 watt LED TUBE LIGHT	\$ 69.90	\$ 134,487.60

Listed item # 69 on the Facility Solutions Group Catalog on the Buy Board Contract # 290-08

Sincerely,



Dave Thomas



585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-883-6833 > F 361-883-0189

FACILITY SOLUTIONS *group*

September 24, 2010

**Rick Sunday, B.S. C&E, MBA
Infrastructure Systems Manager Facilities Management
Hidalgo County
Edinburg, Texas 78539**

Reference: Precinct 3 Multiplex and Mansion

Buy Board Contract # 290-08 25% off trade price

Quantity.....	Description.....	Unit Price.....	Total
(1129)	48" 15 watt LED TUBE LIGHT	\$ 69.90	\$ 78,917.10

Listed item # 69 on the Facility Solutions Group Catalog on the Buy Board Contract # 290-08

Sincerely,

Dave Thomas



585 South Padre Island Drive > Corpus Christi, TX > 78405 > T 361-883-6833 > F 361-883-0189

BCAP Change Order No.2 Brenda Gay Subdivision Precinct No.1

CC CONSENT

Date: 09/28/2010
 Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
 Submitted For: Agapito Vargas
 Department: COLONIA ACCESS PROGRAM
 Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Change Order No. 2 with contractor M Construction, LTD for Brenda Gay Subdivision, Pct. No. 1 reflecting an increase of \$9,730.00-addition of driveways, gates and line extensions added as submitted through project engineer, Izaguirre Engineering Group, LLC-C-CAP-09-371-11-24.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-120-0-733
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 9-23-10 \$9,730.00 to fund Change Order #2 with M. Construction, LTD.

PO #641322 for M. Construction, LTD

Obj. 733 "Drainage Ditches"-Amount available in PO as of 9-23-10 \$19,872.72
 Obj. 731 "Roads"-Amount available in PO as of 9-23-10 \$35,783.65

Contract amount before Change Order \$55,656.37
 Contract amount after Change Order \$65,386.37, pending CC approval.

Attachments

Link: [Change Order No.2 Brenda Gay Subdivision](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	09/22/2010 01:28 PM	APRV
2		Purchasing Department	Marty Salazar	09/22/2010 02:50 PM	APRV
3		Budget & Management	Sylvia Solis	09/22/2010 04:04 PM	APRV
4		Ivan Cantu	Ivan Cantu	09/23/2010 01:09 PM	APRV
5		Auditor's Office	Linda Fong	09/24/2010 03:48 PM	APRV

Form Started By: Marcie Jackson

Started On: 09/16/2010 01:54
PM

Final Approval Date: 09/24/2010

CHANGE ORDER NUMBER TWO

Project: BRENDA GAY SUBDIVISION

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Hidalgo County Precinct No. 1

OWNER'S CONTRACT NO: C-CAP-09-371-11-24

CONTRACTOR: M Construction, LTD

P.O. Box 250

McAllen, Tx 78503

ENGINEER:

Izaguirre Engineering Group, LLC

7413 N. La Homa Rd.

Mission Tx. 78574

You are directed to make the following changes in the Contract Documents.

Description:	1. Item 464:	20 LF deducted
	2. Item 467:	1 EA deducted
	3. Item 530:	90 SY added
	4. Item 5000 (15"):	110 LF added
	5. Item 5000 (18"):	308 LF added
	6. New Item 5001:	1 EA added
	7. New Item 5002:	1 EA added

Reason for Change Order:

A) Driveways and gates added since plans completed
 B) Drain line extension for safer road side ditch

1. 18" RCP Culvert Pipe
2. S.E.T. deleted
3. Paving for driveway and gates added since plans completed
4. 15" HDPE Culvert for driveways
5. 18" HDPE drain line extension
6. Grate for Safety End Treatment
7. 4-ft Diameter manhole added

Attachments: Brenda Gay Subdivision Change Order No.2 Tabulation attached herewith and made a part hereof.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 55,766.37		Substantial Completion: 60	
		calendar days or dates	
Net Changes from previous Change Order		Net Change from previous Change Orders	
\$ -110.00		0	
		calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 55,656.37		Substantial Completion: 60	
		calendar days or dates	
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	
\$ 9,730.00		21	
		calendar days	
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 65,386.37	17.45%	Substantial Completion: 81	
		calendar days or dates	

RECOMMENDED:

By: 
 Engineer (Authorized Signature)

Date: SEPTEMBER 15, 2010

APPROVED:

By: _____
 Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
 Contractor (Authorized Signature)

Date: 9-16-10

CHANGE ORDER No.2 TABULATION

HIDALGO COUNTY PRECINCT No.1

BRENDA GAY SUBDIVISION

PROJECT C-CAP-09-371-11-24

ITEM NO.	ORIGINAL CONTRACT QUANTITY	CONTRACT QTY CHANGE BY C O #1	CONTRACT QTY CHANGE BY C O #1	UNIT	DESCRIPTION	ORIG UNIT PRICE	REVISED UNIT PRICE	ORIGINAL CONTRACT	CHANGE IN CONTRACT BY C.O. #1	CHANGE IN CONTRACT BY C.O. #2	REVISED CONTRACT AFTER C.O. #1 & #2
BRENDA GAY SUBDIVISION					(905) ROADWAY CONSTRUCTION						
251	3939			SY	REWORK BS MTL (TY D) 8" (DENS CONT)	\$1.00		\$3,939.00	\$0.00	\$0.00	\$3,939.00
310	679			GAL	PRIME COAT (MC-30)	\$5.00		\$3,395.00	\$0.00	\$0.00	\$3,395.00
340	3395			SY	ASPH CONC ACP SURFACE (TY D) (1 1/2")	\$7.25		\$24,613.75	\$0.00	\$0.00	\$24,613.75
506	60			LF	TEMP SEDMT CONT FENCE (INSTALL)	\$5.00		\$300.00	\$0.00	\$0.00	\$300.00
506	60			LF	TEMP SEDMT CONT FENCE (REMOVE)	\$2.00		\$120.00	\$0.00	\$0.00	\$120.00
666	2550			LS	REFL PAV MARK TY1(W)4"(SLD)(100MIL)	\$0.50		\$1,275.00	\$0.00	\$0.00	\$1,275.00
666	320			LF	REFL PAV MARK TY1(Y) 4"(SLD)(100MIL)	\$0.50		\$160.00	\$0.00	\$0.00	\$160.00
2500	3939			SY	EN-1 TREAT SUB-BASE (DC) (754 CY)	\$0.50		\$1,969.50	\$0.00	\$0.00	\$1,969.50
2500	22.8			EA	EN-1 ROADBOND (754 CY)	\$0.50		\$11.40	\$0.00	\$0.00	\$11.40
6000	1	-1		LS	UTILITY / SERVICE ADJUSTMENTS	\$110.00		\$110.00	-\$110.00	\$0.00	\$0.00
BRENDA GAY SUBDIVISION PAVING SUB-TOTAL								\$35,893.65	-\$110.00	\$0.00	\$35,783.65
					(906) DRAINAGE						
402	60			LF	TRENCH EXCAVATION PROTECTION	\$2.00		\$120.00	\$0.00	\$0.00	\$120.00
464	52		-20	LF	RC PIPE (CLIII) (24")	\$28.00		\$1,456.00	\$0.00	-\$560.00	\$896.00
465	1			EA	INLET (GRATE) (TYPE 'C-C')	\$1,800.00		\$1,800.00	\$0.00	\$0.00	\$1,800.00
466	1			EA	WINGWALL (PRECAST CONC) (18" DRAIN)	\$1,200.00		\$1,200.00	\$0.00	\$0.00	\$1,200.00
467	2		-1	EA	S.E.T. (6:1) (24" PIPE)	\$750.00		\$1,500.00	\$0.00	-\$750.00	\$750.00
530	518.59		90	SY	DRIVEWAYS (TY PRB-1)	\$8.00		\$4,148.72	\$0.00	\$720.00	\$4,868.72
5000	528		110	LF	CORRUGATED HDPE (CULVERT PIPE) (15")	\$16.00		\$8,448.00	\$0.00	\$1,760.00	\$10,208.00
5000	60		308	LF	CORRUGATED HDPE PIPE (18")	\$20.00		\$1,200.00	\$0.00	\$6,160.00	\$7,360.00
5001			1	EA	GRATE FOR SAFETY END TREATMENT		\$600.00	\$0.00	\$0.00	\$600.00	\$600.00
5002			1	EA	4-FT DIA MANHOLE		\$1,800.00	\$0.00	\$0.00	\$1,800.00	\$1,800.00
BRENDA GAY SUBDIVISION DRAINAGE SUB-TOTAL								\$19,872.72	\$0.00	\$9,730.00	\$29,602.72
BRENDA GAY SUBDIVISION PROJECT TOTAL								\$55,766.37	-\$110.00	\$9,730.00	\$65,386.37

AI-23069**10.C.****Sheriff's Office -RCC Consultants Phase III Extension Request -New S. O.
Comm. Sys.****CC CONSENT**

Date: 09/28/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information**CAPTION**

Acceptance and approval of revised schedule--extending completion time for Phase III to December 31, 2010 at no additional cost, as requested by RCC Consultants, awarded consultant as recommended by Chief Deputy, Anacleto Martinez for Hidalgo County Sheriff's Office- "Professional Engineering Consulting Services for the Design of a New Communications System"-Contract No. C-09-122-10-20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No Fiscal Impact -PO # 638034 C-09-122-10-20

Attachments

Link: [RCC Ext Requ f/Phase III](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		09/24/2010 03:50 PM	PEND
2	Budget & Management	Sylvia Solis	09/22/2010 04:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/24/2010 08:47 AM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 03:50 PM	APRV

Form Started By: Moises Salazar
Started On: 09/21/2010 07:58 AM
Final Approval Date: 09/24/2010



September 15, 2010

Ms. Martha L. Salazar, CPPB, County Purchasing Agent.
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281, Edinburg, TX 78539

Dear Ms. Salazar:

As you know, RCC Consultants, Inc. is currently assisting Hidalgo County in the development of a new countywide two-way radio communications system for the Sheriff's Office. The project is currently in Phase III which involves the development of various radio system alternatives and preparation of budgetary cost estimates for those alternatives.

The purpose of this correspondence is to request a short "no cost" extension of the project schedule for Phase III to allow RCC utilize the latest vendor information to complete the Phase III project report. Each year in year in August, there is a major Public Safety industry trade show hosted by the Associated Public Safety Communications Officials (APCO) in which major radio system vendors such as Motorola, Harris, EADS, and others announce the release their new radio communication system developments, products and pricing information. Following this year's convention such information was made available.

To take advantage of the latest available information in the development of communications solutions for Hidalgo County, RCC held off on completion of the Phase III Report to acquire and leverage the latest vendor information and pricing. With that information in hand, we are now proceeding with the preparation of the Phase III project deliverable, the Phase III Report, which we presently expect to deliver on October 11. We expect the remainder of the Phase III activities to follow the tentative dates shown on the timeline below:

- First draft of Phase III Report submitted to Hidalgo County SO for review: October 11, 2010
- Hidalgo County SO reviews the document and returns written comments to RCC by October 22nd for revision
- Second draft returned to Hidalgo County for broader distribution: November 8, 2010
- Meet with County officials to discuss Design Alternatives: Week of November 15, 2010
- Update Recommendation and Executive Summary to reflect final selected option
- Deliver final version of Phase III Report: December 13, 2010

We are requesting that project duration for Phase III be changed from 160 days to specify December 31, 2010, which will allow us to accommodate any Phase III project related requests from the County through the end of this year. **The requested schedule extension involves no additional RCC cost to Hidalgo County** and will allow us to leverage the latest available system information.

Sincerely,

A handwritten signature in blue ink, reading 'G. Munchrath'.

Gregory A. Munchrath, P.E.
Vice President and Western Division Manager

RCC Consultants, Inc.

9450 Grogans Mill Road • Suite 155 • The Woodlands, TX 77380 • Office (281) 999-1441 • Fax (281) 292-9409

AI-23073

10.D.

DIR-SDD-1024-Cross Match Technologies

CC CONSENT

Date: 09/28/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Authority to purchase law enforcement hardware/software equipment for Hidalgo County HIDTA Task Force from Cross Match Technologies, an awarded vendor through the Texas DIR-Contract No.-DIR-SDD-1024 totaling \$13,664.50.

BACKGROUND

HIDTA Task Force will be utilizing a 2009 Grant for purchase of items plus subject to line item transfers accordingly in connection to fixed asset item categories.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1291-412-00-270-003-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available pending intradepartmental transfer, refer to AI-23144.

Attachments

Link: [DIR Item Pricing](#)
Link: [Contract Documentation](#)
Link: [Vendor's Price Quote](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/22/2010 03:06 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 04:09 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/24/2010 08:41 AM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 03:58 PM	APRV

Form Started By: Vangie Garcia
Started On: 09/21/2010 09:38 AM
Final Approval Date: 09/24/2010

Texas DIR - Contract Price List (DIR SDD-1024)



More on the Go Direct Program

[Cross Match Technologies' DIR Contract Page](#)

For Quotes and questions on products and services call:

Jon Miragliotta
Cross Match Technologies, Inc.
Inside Sales Manager
Cross Match Technologies, Inc.
3950 RCA Boulevard, Ste. 5001
Palm Beach Gardens, FL 33410
Office: (561) 630-8124
Fax: (251) 217-9247
Email: jon.miragliotta@crossmatch.com
<http://www.crossmatch.com/>

For Ordering call:

Sherri Lyles
Austin Biometrics, LLC
900 RR 620 South C101-179
Lakeway, Texas 78734
Office: (512) 919-4949
Mobile: (512) 825-9908
Fax: (866) 519-6646
Email: sherri@austinbiometrics.com
<http://austinbiometrics.com>

For Warranty & Maintenance service plan information, please [click here](#).

PART NUMBER	DESCRIPTION	PRICE	DETAILS
925159	LSCAN Guardian USB with LSMS (no PC)	\$6,300.00	Product Page
925160	LSCAN Guardian with LSMS on Desktop	\$7,335.00	Product Page
925161	LSCAN Guardian with LSMS on Laptop	\$7,695.00	Product Page
920107-001	Shipping Assembly, Guardian - Universal Cabinet	\$3,487.50	Product Page
900252	Guardian Travel Case, Softside	\$340.20	
900258	Guardian Travel Case, Hard Case	\$170.10	
900232	Kit, Supply-Guardian	\$360.00	
900242	Kit, Small Supply-Guardian	\$90.00	
920123	Tilt and Swivel Mounting Base for Guardian Scanner	\$270.00	
925169	Bundled System, Deluxe - Child ID w/Guardian	\$11,875.50	
930097	Enhanced warranty for 10-Print System, 12-months	\$1,242.00	
930097-12	System Maintenance for 10-Print System, 12-months	\$1,656.00	
930097-24	System Maintenance for 10-Print System, 24-months	\$3,146.40	
B10477	LSCAN 500P, 500 ppi Single Platen Palm Print Scanner (deck only)	\$10,791.00	Product Page
926183-022	500P W/LSMS, Texas DPS	\$11,880.00	
926184-022	500P W/LSMS, Laptop, Texas DPS	\$13,499.10	
926185-022	500P W/LSMS, Desktop PC, Texas DPS	\$13,050.00	
900074	Ten-Print Workstation Desktop system, Can be used with any 10-print livescan unit.	\$2,025.00	
900084	Ten-Print Workstation Laptop system, Can be used with any 10-print livescan unit.	\$2,655.00	
920107-005	LSCAN 500P - Universal Cabinet	\$3,487.50	
900280	LSCAN 500P Supply Kit, Silicone Membrane, 5 pieces	\$135.00	
900283	Travel Case, LSCAN 500P only, no wheels	\$247.50	
900299	Travel Case, LSCAN 500P and laptop, wheeled	\$517.50	
930098	Warranty, Enhanced, Palm Print Systems	\$2,484.00	
930098-12	System Maintenance, Palm Scanner, 12-months	\$3,312.00	
930098-24	System Maintenance, Palm Scanner, 24-months	\$6,292.80	
925142	Bundled Ass'y, Guardian R Jumpkit with Finger, Face, and Iris, MOBS Software	\$19,800.00	Product Page
920027-10	MV-5 Mobile Verifier with Extract & Match License	\$1,345.50	Product Page
SMC-800M	SMC-800M Be.U Mobile Handheld Device (basic model with fingerprint sensor and contact/contactless card readers)	\$2,092.50	Product Page
920081	Verifier 310 USB LC2.0	\$504.00	Product Page
920075	Verifier 300 USB LC2.0	\$414.00	Product Page
900226	Kit, Supply-Verifier 310	\$153.90	
900225	Kit, Supply-Verifier 300	\$135.00	
B96500	FaceSnap Recorder BASE Recorder System (appliance) with integrated computer	\$7,200.00	Product Page
B96501	"FaceSnap Recorder ""Law Enforcement"" LEF Recorder system (appliance) with integrated computer"	\$14,850.00	Product Page
B96502	FaceSnap Server for FaceSnap Recorder LEF	\$4,500.00	Product Page
B96504	FaceCheck Server XC Face Check system (appliance) with integrated computer	\$1,287.00	Product Page
B96505	FaceCam Server Iqeye (for camera Iqeye 511 and 700 series)	\$1,287.00	Product Page

B96515	FaceSnap ISOSHOT (Enrollment Tool)	\$1,345.50	Product Page
900266	FBI Approved Network System Printer w/2 Universal Trays, one 150 sheet tray and one 550 sheet tray. Single Sided printing - Applicant Cards.	\$1,080.00	
420360	Duplexer for Xerox Phaser 4510 Printer	\$360.00	
900267	FBI Approved Network System Printer w/3 Universal Trays, one 150 sheet tray and two 550 sheet trays. Duplex printing - Criminal Cards.	\$1,755.00	
420093	"Flat Panel LCD Monitor, 17"	\$229.50	
420030-10	"17" Flat Panel Touch Screen"	\$742.50	
900139	Camera Kit - Image capture Camera for Live scan system (USB 2.0)	\$1,282.50	
920121	I SCAN 2. Iris scanner	\$2,250.00	Product Page
930084-12	Xerox 12 month Maintenance (post-warranty)	\$134.32	
930084-24	Xerox Years 24 month Maintenance (post-warranty)	\$231.84	
850181-022	Software, Submission, Texas	\$1,350.00	
850181-122	Software, Submission, Texas, Seat License	\$450.00	
850085	Import Demographics Interface**	\$1,350.00	
850085-001	Import Demographics Interface-Seat License	\$450.00	
850106	Export Demographics Interface**	\$4,500.00	
850106-101	Export Demographics Interface-Seat License	\$450.00	
850040	Import/Export Demographics Interface**	\$6,750.00	
850040-001	Import / Export Demographics Interface-Seat License	\$450.00	
852007-0025	Import Demographics To Texas Dps Software System	\$1,350.00	
850026	Software Only, Live Scan Management System(LSMS)	\$1,350.00	
855009	MOBS Software	\$1,620.00	Product Page
850371	Software, Mugshot Best Practices - LSMS Optional Component	\$1,080.00	
932000	Custom Software Development (rate per hour)	\$180.00	Product Page
930100-01	Implementation and Training, First Day	\$2,300.00	Product Page
930000-5	Implementation and Training, Subsequent Day On-site	\$920.00	Product Page
**Please note that this pricing is for standard, Tier 1, XML interfaces only; all others require a custom quote.			

Notes:

1. Purchases above \$500,000 are subject to additional discount to customer based on project scope.
2. Cross Match offers it's Texas DIR customers a 1% prompt payment is received within 10 days of receipt of invoice.
3. Prices include Standard Ground Shipping. Expedited shipping is available on request, please contact Cross Match for more information.
4. All sales are final; no refunds, credits or exchanges will be accepted.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES

Cross Match Technologies, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cross Match Technologies, Inc. (hereinafter “Vendor”), with its principal place of business at 3950 RCA Boulevard, Suite 5001, Palm Beach Gardens, Florida 33410.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-119, on August 28, 2008, for Emergency Preparedness Hardware and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-119 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Cross Match Sales and Installation Quote Form; Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-119, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-119, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to emergency preparedness hardware as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to emergency preparedness hardware and specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Kristi J. Romer
Senior Account Manager
Cross Match Technologies, Inc.
116 Wagonwheel Court
Marlton, NJ 08053
Phone: (866) 260-2763
Facsimile: (251) 217-9247
Email: Kristie.romer@crossmatch.com

7. Software License Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License agreement and determine if the Customer accepts the license terms. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

8. Intellectual Property Matters

A. Definitions

1. “Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer’s benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work

Vendor Contract No. _____

Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form

Vendor Contract No. _____

determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph h hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions.

(Remainder of this page intentionally left blank)

Vendor Contract No. _____

This Contract is executed to be effective as of the date of last signature.

Cross Match Technologies, Inc.

Authorized By: ____Signature on File____

Name: ____Martin K. Wienbaum____

Title: ____CFO____

Date: ____7-09-09____

**The State of Texas, acting by and through the
Department of Information Resources**

Authorized By: __Signature on File____

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: ____7-17-09____

Legal: ____7-16-09____

Cross Match Technologies, Inc.
 3950 RCA Blvd Suite 5001
 Palm Beach Gardens, FL 33410
 US Headquarters: 561 622 1650
 Washington, D.C.: 703 841 6280
 German Office: + 49 (0) 3641 4297
 Canada: 418 692 3137
<http://www.crossmatch.com>

Cross Match Technologies

Sales Quotation

Quote# 2171 - 2
 Date: 21-SEP-2010
 Expires: 10-OCT-2010
 Page: 1/5

Account Manager Stein, Mike

Phone 561-622-1650

Mobile 619-244-8922

Fax 866-729-2313

Email mike.stein@crossmatch.com

Inside Sales

Phone

Mobile

Fax

Email

Sales Channel Texas State Contract DIR-SDD-1024

Quote Status Approved

Customer Hidalgo County Criminal District Attorney HIDTA
 Task Force
 9563810444 (Phone)

Bill To Hidalgo County Criminal District Attorney HIDTA
 Task Force
 3100 South Closner
 Foxtrot Building
 Edinburg, TX 78539
 United States

Ship To Attn:Chris Yates
 Hidalgo County Criminal District Attorney HIDTA
 Task Force
 3100 South Closner
 Foxtrot Building
 Edinburg, TX 78539
 United States
 956 381-0444 (Phone)
cyates@hidtaskforce.com

Line	CMT Part#	Qty	Unit Selling Price (USD)	Total Selling Price (USD)
1.0	925160 LSCAN Guardian USB with LSMS on Desktop,Guardian USB Fingerprint Scanner (500ppi) with manual, Runtime License for LSCAN, Essentials driver, Autocapture and Rolls Licences, Desktop computer, Live Scan Management Software (LSMS), LSMS Manual	1	7,335.00	7,335.00
2.0	420093 Flat Panel LCD Monitor, 17",Flat Panel Monitor, non-touch, non-ruggedized Standard one year limited warranty	1	229.50	229.50
3.0	850181-122 SOFTWARE, SUBMISSION, TEXAS, SEAT LICENSE,One year limited warranty for media included.	1	450.00	450.00

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 Page: 2/5

Line	CMT Part#	Qty	Unit Selling Price (USD)	Total Selling Price (USD)
4.0	930100-01 IMPLEMENTATION, LSMS, FIRST DAY ON-SITE, System implementation and training, first day on-site	1	2,300.00	2,300.00
5.0	900266 FBI Approved Network System Printer w/2 Universal Trays, one 150 sheet tray and one 550 sheet tray. Single Sided printing - Applicant Cards., Xerox Phaser 4510N, 2 Universal Trays (150, 550), 10 foot printer cable, Xerox next day cross-ship	1	1,080.00	1,080.00
6.0	850085 Import Demographics Interface, Import of demographic data using CMT Standard XML Tier 1 Specifications. Includes standard one year limited warranty.	1	1,350.00	1,350.00
7.0	930000-5 Implementation and Training, Subsequent Day On-site, Day subsequent to the first day of Implementation and Training	1	920.00	920.00
8.0	850391-022 SOFTWARE, LSMS CONFIGURATION, TEXAS DPS, One year limited warranty for media included.	1	0.00	0.00

Subtotal		13,664.50
Total(USD)	Selling Price	13,664.50

Cross Match Technologies, Inc.
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
Washington, D.C.: 703 841 6280
German Office: + 49 (0) 3641 4297
Canada: 418 692 3137
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Cross Match Technologies

Sales Quotation

Quote# 2171 - 2
Date: 21-SEP-2010
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Page: 3/5

STANDARD SALES TERMS AND CONDITIONS

Purchase Order # _____

UNLESS THE PARTIES HAVE EXECUTED A SEPARATE PURCHASE AGREEMENT, THE FOLLOWING TERMS AND CONDITIONS APPLY:

Prices.

Prices are valid for 90 days from the date of quotation. All sales are final; no refunds, credits or exchanges will be accepted. The price for the Products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

Installation and Training.

If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by CMT, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If CMT cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of CMT such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at CMT's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign CMT's Professional Services Acceptance Form acknowledging receipt of installation and training services.

Software License.

The term "Software" refers to the Software installed on the Product and any custom software or interfaces developed by CMT for Purchaser. Purchaser will be required to accept CMT's standard license agreement prior to using any Software.

Invoicing and Payment.

CMT will invoice Purchaser for all Products (including services) within thirty (30) calendar days of shipment of the Products. Purchaser shall pay all invoices within thirty (30) calendar days after the date of CMT's invoice. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by CMT in collecting payment will be an expense of and charged to Purchaser.

Terms of Order.

Notwithstanding any term or provision to the contrary contained in any Purchase Order, the terms of this Agreement shall apply to all of Purchaser's Purchase Orders. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

Indemnification.

By Purchaser. Purchaser shall indemnify, defend and hold CMT and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by CMT.

By CMT. CMT hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies CMT in writing of the claim; (ii) CMT has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with CMT, at CMT's cost, in the defense or settlement of such actions. CMT's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in CMT's opinion is likely to become, the subject of such a claim, Purchaser will permit CMT at CMT's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in CMT's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of CMT; and (2) CMT shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date).

Limitation of Liability.

IN NO EVENT SHALL CMT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF CMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF CMT FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

Cross Match Technologies, Inc.
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
Washington, D.C.: 703 841 6280
German Office: + 49 (0) 3641 4297
Canada: 418 692 3137
<http://www.crossmatch.com>

Cross Match Technologies

Sales Quotation

Quote# 2171 - 2
Date: 21-SEP-2010
Expires: 10-OCT-2010
Page: 4/5

Intellectual Property and Use Limitations.

The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of CMT or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by CMT, are owned by CMT and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

Cancellation by CMT.

CMT shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by CMT, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

Choice of Law and Forum.

This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

Compliance with Laws.

Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

Entire Agreement.

These terms and conditions constitute the entire agreement between CMT and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and CMT, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of CMT and Purchaser. CMT's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of CMT's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

PURCHASER ACKNOWLEDGEMENT:

By: _____

Name: _____

Title: _____

Date: _____

Cross Match Technologies, Inc.
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Cross Match Technologies

Sales Quotation

Quote# **2171 - 2**
Date: 21-SEP-2010
Expires: 10-OCT-2010
Page: 5/5

Credit Card Authorization Section

Visa, MasterCard or American Express Only

By initialing this section _____, you are giving Cross Match Technologies, Inc. authorization to charge your company's credit card.

Credit Card Number _____

Expiration Date _____

SEC Code _____

Amount Authorized \$ _____

Credit Card Bill to Address _____

Credit Card State & Zip Code _____

Please note: Prices may vary depending on applicable sales tax. If sales tax is over \$500.00, you will receive a revised Card Authorization form to approve.

QUALITY CLAIMS ADMINISTRATION FOR WORKERS COMPENSATION CC CONSENT

Date: 09/28/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (draft specifications/requirements, legal notice) for: "RFP for Quality Claims Adminsitration for Workers Compensation"-RFP No. 2010-266-10-27-otm.

BACKGROUND

Proposed Timeline Dates for Project as Follows:

Agenda Item to be placed for approval of specifications/requirements and to advertise (if approved);

Advertisement Dates:

1st ad - Saturday, October 02, 2010

2nd ad - Saturday, October 09, 2010

Bid Opening Date: October 27, 2010

Release of packets to interested parties: Wednesday, October 06, 2010

Possible Award date(s): November 09, 2010 or November 16, 2010

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: X-2202-419-50-115-066-0-350

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Contract is for calendar year 2011.

Attachments

Link: DRAFT EXHIBIT "B"

Link: DRAFT LEGAL NOTICE

Link: DRAFT SPECS/REQUIREMENTS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/23/2010 03:31 PM	APRV
2	Budget & Management	Sylvia Solis	09/23/2010 03:56 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 11:09 AM	APRV

4 Auditor's Office Linda Fong 09/24/2010 04:02 PM APRV
Form Started By: Olga Montero Started On: 09/22/2010 01:17
PM
Final Approval Date: 09/24/2010

DRAFT

EXHIBIT B

SELECTION/EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**“Quality Claims Administration Services For
Worker’s Compensation”**

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposal/Qualification's received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's COMMISSIONERS COURT.

1. Economic Evaluation of the Proposed Fee Schedule **20 Points**
2. Responsiveness to the RFP **20 Points**
 - a. Requested information included and thoroughness of response.
 - b. Understanding and acceptance of the scope of services.
 - c. Acceptance of the RFP and Contract requirements.
 - d. Clarity and conciseness of the response.
3. Proposer's capability to provide the services requested **60 Points**
 - a. Background of Proposer and Support Personnel, including professional qualifications.
 - b. Relevant experience of the Proposer.
 - c. Specific experience with public entity clients.
 - d. Other resources, including the total number of employees, number and location of offices.
 - e. References and experience in the Texas Public Sector.

Hidalgo County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the County.

The Contract will be awarded to the respondent whose RFP will be most advantageous to County, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

RFP SELECTION/EVALUATION FORM

	<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1.	Economic Evaluation of the Proposed Fee Schedule	20 Points	_____
2.	Responsiveness to the Request For Proposal/Qualifications. a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response. Responsiveness to the Request For Proposal	20 Points	_____
3.	Proposer's capability to provide the services requested and information contained in Attachment "A". a. Background of Proposer and Support Personnel, including professional qualifications. b. Relevant experience of the Proposer. c. Specific experience with public entity clients. d. Other resources, including the total number of employees, number and location of offices. e. References and experience in the Texas Public Sector.	60 Points	_____
	Total	100 Points	Score

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

DRAFT

RFP NO: 2010-266-10-27-otm

BUYER: OLGA T. MONTERO

Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY

**“QUALITY CLAIMS ADMINISTRATION SERVICES FOR
WORKERS’ COMPENSATION”**

October 27, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-266-10-27-otm

1. Sealed proposals will be received for **Hidalgo County – “Quality Claims Administration Services for Workers’ Compensation”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-266-10-27-otm- Hidalgo County – “Quality Claims Administration Services for Workers’ Compensation”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, October 27, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-266-10-27-otm—HIDALGO COUNTY – “QUALITY CLAIMS ADMINISTRATION SERVICES FOR WORKERS’ COMPENSATION”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with

regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS: (If applicable)**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - Name and address of successful proposer
 - Name and address of receiving department or official
 - Purchase Order Number (if any)
 - Notation – **“Hidalgo County – Quality Claims Administration Services for Workers’ Compensation”**
 - Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:
Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., October 27, 2010
Project/Anticipated Award Date: _____, **2010**
Commence Work or Deliver Products _____, **2010**

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

~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

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

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY-
“QUALITY CLAIMS ADMINISTRATION SERVICES
FOR WORKERS’ COMPENSATION”
RFP NO: 2010-266-10-27-otm

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

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

Respectfully submitted,

Proposer:_____

Address:_____

By:_____

Printed Name:_____

DRAFT

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

**"Quality Claims Administration Services For
Workers' Compensation"**

OVERVIEW:

Hidalgo County is requesting Proposals from qualified "Quality Claims Administration Proposer(s)" for "Workers' Compensation." Hidalgo County is seeking to enter into a "Quality Claims Administration Services Contract(s) with a state-registered "Quality Claims Administration Proposer(s)." Hidalgo County Purchasing Department will receive sealed envelopes for the provision of **"Quality Claims Administration Services For Workers' Compensation"- Request for Proposals** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, October 27, 2010.** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2010-266-10-27-OTM
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP/Q Number, Name and Acceptance Date.

The following outlines the Request For Proposals

SECTION I- GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 13, 2010 at 5:00 P.M. at (956) 292-7612.** Responses will be sent to all applicants via facsimile by **Friday, October 15, 2010.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in 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.

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,** vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the

successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROPESECTIVE BIDDER.**

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 Proposals/Qualifications (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP/Q DELIVERY:

Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF QUALIFICATIONS:

In order to be considered all submittals **must** be signed. Please sign the original in **blue ink**.

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

CONTRACT TERM:

- a) **Initial Term:** Effective date is from **January 1, 2011 to December 31, 2013;**
- b) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions are to be provided to Hidalgo County for consideration by no later than, **October 1, 2011** for the first renewal/extension and no later than **October 9, 2012** for the second renewal/extension.

DAVIS BACON ACT:

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

SECTION II-RFP -REQUIREMENTS

REQUEST FOR PROPOSALS/QUALIFICATIONS:

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 ten (10) 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 submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER QUALIFICATIONS:

- Hidalgo County is soliciting to contract with qualified Proposers(s) to perform professional quality claims administration for Hidalgo County's Self-Funded Workers' Compensation Program. Please refer to, and fill out, RFP Form, Attachment "A" (Pages 8-13) for qualifications information.

SCOPE OF SERVICES-CLAIMS ADMINISTRATION AND SUPPORT SERVICES:

- A. Each Proposer must provide the following proposal:
 - Hidalgo County, all entities
- B. Each Proposer must supply a list of all potential servicing personnel with a current resume of each adjuster who would handle or would in any way be involved in the handling of County claims. Any additional personnel to be involved in County

claims handling at a later date must have resume submitted for prior consultation with the County, with any subsequent proposal for personnel to follow guidelines as provided herein. Resumes should include a summary of education, experience, licenses, and languages spoken/written, see Attachment A.

As part of proposal price, Hidalgo County requires the ability to view case notes and create unlimited custom reports on-line via TPA website. Training should be included in costs. However, each Proposal shall include samples of the types of statistical data and loss reports to be provided monthly, to include, but not limited to:

- a.) A monthly summary of the workers' compensation checking account (check register), listing all checks, vouchers, voided checks, in numerical sequence, stating date issued, claim number, claimant name, payee, amount, type of benefit paid, and benefit period. This report must be presented to the Employee Benefits Division no later than the 5th day of each month or as requested.
 - b.) Bi-weekly Replenishment Report for funding of the Workers' Compensation payment fund.
 - c.) Loss runs available by any date selection, sorted by several fields (i.e., name, date, type of injury, body part, etc.)
 - d.) Proposer will prepare and submit IRS Form 1099 for all vendors and mail the forms to vendors. Proposer will prepare and submit Form 1099 data in a magnetic tape format no later than January 15th of each year to County.
 - e.) Proposer will be available for claims reporting on a 24-hour basis.
 - f.) Any duplicate payments or overpayments made due to Proposer's oversight or negligence shall be the responsibility of the Proposer; Proposer will reimburse County for same, within 30 days. In addition, Proposer will provide County an overpayment report by type, reason, and payee by fiscal year on a quarterly and annual basis.
 - g.) Proposer will provide a captioned report to the Employee Benefits Division when reserves on any claim reach 50% of County's retention, and Proposer will notify appropriate insurance carriers.
 - h.) Proposer will cooperate with any medical cost containment group, case management, Hidalgo County Employee Benefits Division, P.I. Investigation, law firm or any other organization designated by County.
1. Proposer will meet with the County's Employee Benefits Division as follows:
 - Monthly to review the status and or handling of up to 25 claims selected by the County.
 - Quarterly to review all open claims and any other matters at the discretion of the County.
 2. Proposer will respond to any request by the County within 24 hours from time a request is made.

3. The agreement will include and indemnify provision to protect the County against errors or omissions committed by the TPA. The provision should also specify that the Proposer agrees to hold the County harmless and to indemnify the County for all arising out of any claims alleging an error or omission with respect to the services performed by the Proposer.
 4. The selected Proposer will be subject to periodic claims audits by internal County Staff and/or independent Proposer at the discretion of the County.
 5. Provide description of the on-line computer claims service and attach a sample copy of an on-line illustration or exhibit through printouts of the applicable screens County personnel would see.
- i.) County **requires** Proposer to have a local office (within 40 miles of County Administration Building, Edinburg, Texas), to administer all County claims under this contract. Proposer shall provide address of office location with Proposal submission.

PERSONNEL AND STAFFING:

The Proposer should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the State of Texas, Hidalgo County. All qualified quality claims administrators are required to furnish a certification or acknowledgment stating that the quality claims administrator(s) is/are free from suspension or debarment pursuant to federal regulation 45CRF76. Certification form is included in this packet and must be completed and submitted as part of the response on the RFP. The quality claims administrator(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work/services.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and ten (10) copies.

PART III-SELECTION AND SCHEDULES

SELECTION/EVALUATION PROCESS:

Hidalgo County will conduct a comprehensive evaluation of all Proposal/Qualification's received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each RFP received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Scoring/Grading Committee and/or Commissioners' Court may select proposing organizations for "in person" presentation, including proposed adjuster(s). Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of County Commissioners Court.

- A.) Economic evaluation of the Proposed Fee Schedule; rates to be submitted during negotiation's phase. **20 Points**
- B.) Responsiveness to the Request For Proposal/Qualifications **20 Points**
 - 1. Requested information included and thoroughness of response.
 - 2. Understanding and acceptance of the scope of services.
 - 3. Acceptance of the RFP and Contract Requirements.
 - 4. Clarity and conciseness of the response.
- C.) Proposer's capability to provide the services requested and information contained in Attachment "A". **60 Points**
 - 1. Background of Proposer and support personnel, including professional qualifications.
 - 2. Relevant experience of the Proposer.
 - 3. Specific experience with public entity clients.
 - 4. Other resources, including the total number of employees, number and location of offices.
 - 5. References and experience in the Texas Public Sector.

Hidalgo County may accept, within the time specified herein, any RFP in whole for in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Hidalgo County.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factors listed herein and by the recommendation of the Scoring/Grading Committee with approval of Hidalgo County Commissioner's Court.

NEGOTIATION PROCESS:

The number one ranked Proposer will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The Count of Hidalgo reserves the right to reject any and all RFP's.

TERMINATION OF SERVICES:

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

RFP SUBMITTED TO: An original and ten (10) copies of RFP's should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 27, 2010.**

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

Hidalgo County, Texas

REQUEST FOR PROPOSALS/QUALIFICATIONS FOR QUALITY CLAIMS ADMINISTRATION SERVICES FOR SELF-FUNDED WORKERS' COMPENSATION

I. INTRODUCTION:

Hidalgo County (hereinafter referred to as "County") is Requesting For Proposals (RFP) from organizations (Proposers) (hereinafter referred to as "Proposers") qualified to perform professional claims administration services for Hidalgo County's Self-Funded Workers' Compensation Program. The scope of the work will encompass all aspects of County operations and requires extensive knowledge and experience with workers' compensation coverage. The information provided in the Request For Proposal (RFP) in the areas of "Quality Claims Administration Services".

II. GENERAL BACKGROUND:

Hidalgo County is seeking a new contract for its "Quality Claims Administration Services For its Workers' Compensation Program. COUNTY'S designated representative during the RFP process shall be COUNTY'S Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY'S fiscal year is from January 1 to December 31.

III. PROPOSER QUALIFICATIONS:

Hidalgo County is seeking to contract with a qualified Proposer(s) to perform professional claims administration for Hidalgo County's Self-Funded Workers' Compensation Program. Please refer to, and fill out, RFP Form, Attachment "A" (Pages 8-13) for qualifications information. RFP from a PROPOSER for Claims Administration Services should include the following:

- A. The location of Proposals local office(s) and hours staffed, number of professional staff members, attorneys, Claims Adjusters, etc. (Refer to FEE SCHEDULE Notes). Provide the names of principal owners, partners or officers.
- B. HIDALGO COUNTY would like RFPs to indicate who is primarily responsible for the management and supervision of the HIDALGO COUNTY account. This individual should be at least an account manager level (whose duties are primarily the supervision of claims

- files). The account manager and the names of any adjusters and/or examiners assigned to the handling of HIDALGO COUNTY files should also be included with an indication of length of service and area of expertise.
- C. Advise as to the average and maximum number of files claims adjusters and/or examining personnel must handle at the local office assigned to handle HIDALGO COUNTY'S claims.
 - D. Advise as to whether or not the designated claims personnel on HIDALGO COUNTY'S account will also be involved in on-site investigation and other outside claims adjusting functions. If so, provide some detail as to when and who would perform these outside functions and the time frame expected.
 - E. Advise how frequently your diary system allows claims supervisory personnel to review open claims.
 - F. Describe if you have a formal program for managing lawsuits and litigation expense.
 - G. Advise if you use a formal claims procedure and performance manual and, if so, provide a sample.
 - H. Advise if you use a standard form other than state forms used in PROPOSER claim process, and if so, please provide copies.
 - I. The attached FEE SCHEDULE shall be utilized, during the negotiation process, to provide a fixed cost per claim as well as a flat rate cost for Worker's Compensation, identifying separate rates for report only, medical only and indemnity. Questions found below the Fee Schedule table must be answered.
 - J. Specify whether or not fees will include your Proposer performing all of the necessary and required State filings.
 - K. Indicate the types of allocated claims expenses which are not included in your per claim cost.
 - L. Claim Payment Funding Procedure: PROPOSER prints checks on checks from SCH – ACH account and all records for IRS filings are to be maintained and issued by PROPOSER on table income.
 - M. Include a list of five (5) to seven (7) Texas public entity references, (include local entities if any). Along with your references, include a list that is representative of your clients. References will be contacted as part of the evaluation process.

VIII. PREPARATION OF RFP:

- A. PROPOSER is expected to examine this Request For Proposal/Qualifications carefully. The Proposer should understand the terms and conditions for providing the pertinent services, and respond completely. Failure to provide complete responses may result in disqualification.
- B. Failure to respond to all portions of this RFP may result in the PROPOSER'S response being deemed non-responsive. If HIDALGO COUNTY deems an RFP non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign RFPs, however, an agent may sign RFPs if the signature is accompanied by written evidence of authority.
- C. All RFPs should include the PROPOSER'S federal tax number (Refer to W-9 Form provided).

IX. SELECTION PROCESS:

Refer to PART III-SELECTION AND SCHEDULES- for the selection process.

X. TERMS AND CONDITIONS-QUESTIONS FROM PROPOSERS:

Hidalgo County believes that the data contained in this RFP document is sufficient for preparations of responses. Request for additional information should be directed in writing to:

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539
956-318-2626 – (Phone) 956-292-7612 – (Fax)**

SUBMISSION OF RFP'S

One (1) original and ten typed and bound copies of the Proposal/Qualifications shall be enclosed in a sealed envelope with the notation "Quality Claims Administration Services For Workers' Compensation" clearly marked on the envelope. **All Proposals/Qualifications are due at the Purchasing Department at Hidalgo County no later than 9:30 AM CST on Wednesday, October 27, 2010. Any Proposal/Qualifications received at the location below after that time shall not be considered.**

Please mail or deliver your RFP to:

Physical Address

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, TX 78539
(956) 318-2626**

All provisions in Proposer's Proposal/Qualifications, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if an RFP is selected, throughout the entire term of the Contract.

All RFPs become property of COUNTY upon receipt and will not be returned. RFPs submitted will clearly identify trade secrets or information deemed confidential by the Proposer by typing the word "**CONFIDENTIAL**" in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSER'S are hereby notified that any RFPs submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

INDEPENDENT CONTRACTOR:

It is expressly understood and agreed that Proposer and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the Proposer. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

XI. INSURANCE & INDEMNITY PROVISIONS:

- A. Prior to the commencement of any work under this CONTRACT, Proposer shall furnish an original completed certificate(s) of insurance to the COUNTY, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY'S DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- D. Proposer agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.
- Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insured with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.
 - The Proposer's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.
 - Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.
- E. Proposer shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

Hidalgo County Department Of Budget & Management
Attention: Flora Vazquez
2802 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

- F. **PROPOSER** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **COUNTY** and its elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the **COUNTY** directly or indirectly arising out of, resulting from or related to **PROPOSER's** activities under this **CONTRACT**, including any acts or omissions of **PROPOSER**, any agent, officer, director, representative, employee, consultant or subcontractor of **PROPOSER**, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this **CONTRACT**. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of **COUNTY**, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT PROPOSER AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- G. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- H. Proposer shall promptly advise the **COUNTY**, in writing of any claim or demand against the **COUNTY** or Proposer known to Proposer related to or arising out of **PROPOSER'S** activities under this **CONTRACT**.

XII. SCHEDULE OF EVENTS

RFP Mailouts	<u>Wednesday, October 06, 2010</u>
RFPs Due	<u>Wednesday, October 27, 2010-9:30 a.m.</u>
Contract Award	<u>Possible Award On: Tuesday, November 09, 2010</u>
Start Date	<u>January 1, 2011</u>

XIII. RESERVATION OF RIGHTS

COUNTY reserves the right to:

- Reject any and all RFP's received.
- Issue a subsequent RFP's.
- Cancel the entire RFP's.
- Remedy technical errors in the RFP's process.
- Negotiate with any, all or none of the respondents to the RFP's.
- Accept the written RFP's as an offer.
- Waive informalities and irregularities.
- Accept one or more RFP.

This RFP does not commit COUNTY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of the RFP or in anticipation of a Contract.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m.. Responses will be sent to all respondents via facsimile by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All questions must be transmitted via facsimile to:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-292-7612

ATTACHMENT A

HIDALGO COUNTY, TEXAS

RFP FORM

WORKERS' COMPENSATION CLAIMS ADMINISTRATION

Firm Name: _____

Address of Current Nearest/Local Office: _____
(County) (State) (zip)

Telephone No.: _____ Fax No.: _____

Office Hours: _____ Date Established: _____

Principal Contact for This RFP: _____

PRICING: FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2265.001, et. Seq. Once selected for negotiations, firm is to provide a fee proposal based on the Scope of Work.

During the Negotiation's Phase, Hidalgo County will request proposals with cost distributed in a "per file" set up with a maximum annual not to exceed fee for any and all workers' compensation claims. A file is to be defined as per occurrence, regardless of the number of claimants involved in the same occurrence. In the case of indemnity claims under the workers' compensation system, an indemnity file will be defined as an occurrence in which an employee has lost eight (8) calendar days. Each Firm is also requested to submit a flat annual fee for any and all claims. Each Firm will provide pricing that reflects the total bottom line fee for all claims. All claims costs and related expenses will be projected by the Firm and included in the fee quoted.

CLAIMS ADMINISTRATION

NOTE: Organization's proposed Attorney Services firm must have a minimum of 12 years experience in workers' compensation litigation.

Please answer the following questions regarding your ability to administer workers' compensation claims for Hidalgo County. Answers to all questions except item 8, should apply to the specific claims adjusting location that would actually process Hidalgo County claims should you be selected.

COMPANY QUALIFICATIONS

(Note: If a national or regional company, respond only for the local branch/office that would handle COUNTY'S account.)

1. Principal Owner/Owners/Partners and Officers _____

2. Date Founded/Opened _____
3. Total number of full time employees _____
4. Number of public entity clients: _____ % of total clientele
5. Total number of clients: _____
6. List of four (4) similar-size or larger Texas public entity clients, including address, telephone number and contact person. Please indicate length of relationship:
a. _____

b. _____

c. _____

d. _____

7. List the three (3) most recent Texas public entity clients that did not renew their contracts for your services, including address, telephone number and contact person.

a. _____

b. _____

c. _____

8. How many claims processing locations does your firm operate in Texas? _____

9. Which claims processing location will be associated with COUNTY account?

10. Please indicate the size of the claims processing location in the following terms:

Workers' Comp.

a. Number of accounts served _____

b. Average number of claims opened each month _____

c. Average number of claims handled by an adjuster per month _____

d. Average number of claims processed each month _____

11. What is your caseload for indemnity claims? _____

12. How will you handle medical claims only? _____

13. Please furnish the following information regarding the workers' compensation claims manager of the claim adjusting location from which COUNTY claims will be paid.

Name: _____

Years of employment with your firm: _____

Years of experience in insurance industry: _____

Years of experience in workers' compensation claims administration _____

Professional designations and/or degrees earned _____

14. Please furnish the following information regarding the Texas Workers' Compensation Commission hearing professional that would handle this account.

Name: _____

Years of employment with your firm: _____

Years of experience in insurance industry: _____

Years of Texas Workers' Compensation experience: _____

Years of hearing experience: _____

Professional designations and/or degrees earned: _____

15. Attach an Organizational Chart for the specified claims processing location. Please include a block for each separate function included in the operation, including, any special units that exist. Label each unit with its function, number of employees, and unit name, if it has one. If there are several claims processing units, please indicate the unit that would be involved in the COUNTY account.

16. Indicate your standards for claims assignment/workload for each adjuster.

17. Provide the following statistics regarding your operation as of January 1, 2007:

- a. Claims on hand
- b. Claims requiring medical only payments
- c. Total claims requiring compensation payments
- d. Open/active claims
- e. Number of claims opened each month
- f. Number of claims closed each month
- g. Number of TWCC hearings each month.

18. Provide information regarding any ongoing training that your employees servicing this account will be required to satisfactorily complete. Indicate if COUNTY personnel may attend this training and at what cost, if any.

19. Describe the workflow of claims presented by COUNTY for handling.

20. Describe your screening and follow-up system for the following:

- a. Review of usual, customary and reasonable medical charges: _____

- b. Duplicate billings and duplicate payments: _____

- c. Duplicate claims filed against employer's major medical plan or other insurance carriers: _____

- d. Selection of physician for independent medical exam: _____

- e. Peer review or other means of reporting suspected medical malpractice: _____

- f. Overpayment of benefits: _____

21. Describe your internal audit procedures for the claims office. Include the frequency of the audits, who performs them, and what percentage of claims are audited. _____

22. How frequently does your diary system allow claims supervisory personnel to review open claims?

23. How are reserves established and monitored? _____

24. How are allocated expenses monitored and adjusted? _____

25. Will you subcontract any portion of the services you propose to furnish?
[] Yes [] No If "yes", give full details below.

26. Does your firm or do persons within your firm currently have claims or litigation against the COUNTY? ☐ Yes ☐ No. If "yes", please explain. _____

27. Please attach a copy of all licenses and permits you are required to obtain in order to administer claims in Texas.
28. Is your firm audited by an outside independent auditor?
 _____ Yes, as an independent entity.
 _____ Yes, as a part of parent corporation.
 _____ No (if not, explain below).
29. Has Fidelity Bond or Errors & Omissions coverage ever been refused, non-renewed, or canceled?
☐ Yes ☐ No If "yes" please explain below.

30. Is your firm currently approved as a Third Party Administrator for any insurance carrier?
☐ Yes ☐ No If "yes", please furnish the information requested below:
- | <u>Name of Insurer</u> | <u>Lines of Insurance Administered</u> | <u>Amount of Authority</u> |
|------------------------|--|----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

ADJUSTER QUALIFICATIONS

(Complete for each adjuster and supervisor who will service COUNTY's account)

- Adjuster's Name: _____
 Address _____
 (County) (State) (Zip)
- Years of adjusting experience: _____
- Years of municipal adjusting experience: _____
- Length of adjusting service with your firm: _____
- Type of adjusting (i.e. inside/outside/public): _____
- Current number of claims handled per month by type:
 Medical only _____
 Lost time _____
 Record only _____
- List adjuster's license, include categories and expiration date: _____
- Languages spoken: _____
- Languages written: _____
- Attach adjuster's Resume.

COST CONTAINMENT

- 1) Provide a list of case managers, their addresses & phone numbers that your company assigns claims to if needed.
- 2) Describe the process by which medical cost containment staff will communicate with claims' handling staff.
- 3) Identify any specific procedures to detect medical abuse and fraud. The response should include but not limited to over utilization, duplicate billing, unbundling, irregularities surrounding in and outpatient surgical procedures and DME use and billing.
- 4) Describe the Utilization Review components and processes proposed to include but not limited to prospective, concurrent and retrospective.
- 5) Describe the system, hardware and software to be used for medical fee guide re-pricing, to include information regarding data transfer and embedded resources.
- 6) Do you have a Prescription Benefit Management Program? If so, describe. List types of reports that can be generated.
- 7) Describe your Pharmaceutical review program.
- 8) Describe your capability and process to capture and factor out medical charges on disputed claims and duplicate submissions in reporting medical cost containment savings.
- 9) Describe the proposed workflow for medical bill price review services for facility and non-facility charges.
- 10) Describe the proposed preauthorization services to include initial, follow-up and appeals.
- 11) If your firm does not offer peer review services, how do you handle these services?
- 12) Describe any procedural safeguards that address duplicate medical payments to include retrospective quality control efforts and the level and frequency of communication of findings to clients.
- 13) Specifically discuss your procedures to address utilizing the various treatment guidelines to question the medical necessity of services, upcoding of services, duplicate billing and incorrect coding.
- 14) Describe the electronic edits used to identify billing irregularities.
- 15) Describe the process of reducing payments based in your bill review and/or preauthorization process where manual decisions by auditors and reviewers have been replaced.
- 16) Do you have current affiliations with Preferred Provider Organizations, Health Maintenance Organizations, Health Care Networks or other managed care organizations? Please explain.
- 17) Describe any existing revenue sharing arrangement with Preferred Provider Organizations, Health Maintenance Organizations, Health Care Networks or other managed care organizations.
- 18) Is your company currently affiliated with any Workers' Compensation Health Care Network (HCN), and if so, answer the following question:
 - Identify the principal members of your staff who will be associated with the management and meeting the day to day operational requirements of this program. Include resume or work history and qualifications.
 - Describe the day to day operational requirements.
 - Describe how you propose to select medical providers and rank them in the order of preference.
 - How will the medical plan management address the removal of medical providers?
 - Describe how your medical plan contract will address treatment plans as a component of managing the cost of claims?
 - What will be the dispute resolution process for the medical panel?

- How will you address out-of-plan medical providers where no coverage exists? Will there be a possibility of PPO savings on out-of-plan medical providers?
- Describe the method(s) you propose to provide employees access to a list of providers in the medical panel. (Internet look up, Online PDF, hardcopy, etc...)
- Describe your approach to treatment guidelines?
- How do you propose to provide guidance to medical providers where established treatment guidelines are silent on necessary and appropriate care?
- For Workers' Compensation Networks:
 - Provide a detailed outline of your operations and the history of your network. Include number and types of physicians and health related services provided.
 - If not already provided, provide a list of government entities or related organizations enrolled in your network.
 - Discuss any unique cost savings associated with your network.
 - Outline how Hidalgo County would integrate your network into its current program (include transitional timelines).
 - Provide any other relevant information that may distinguish your firm from your competitors.
 - In the attached Fee Guideline sheet disclose the costs associated with the use of your network.

INSURANCE

Please answer the following questions regarding your firm:

1. Employee Fidelity Bond:

Underwriter: _____

Bond Amount: _____

Term: From: _____ to: _____

Policy Number: _____

2. Professional Liability Coverage:

Insurer: _____

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

*List any claims pending against you

3. Commercial General Liability Insurance:

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

4. Business Automobile Liability:

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

5. Workers' Compensation

Liability Limit: _____

Term: From: _____ to: _____

Policy Number: _____

MICELLANEOUS:

1. Have you completed and attached Attachments [] Yes [] No

2. Federal tax ID number: _____

I affirm that the information provided herein is correct and that pricing information contained in this document shall remain a valid offer for 90 days following the deadline date for submission or if a Proposal is selected, throughout the entire term of the Contract.

By: _____
(Authorized Officer)

Type Name and Title

Date

FEE SCHEDULE

Must be completed and returned during the Negotiation Phase only. Failure to complete could result in rejection of RFP.

Services						
Claims Administration	Fee per Claim					
Workers Compensation						
-Report Only						
- Medical Only						
- Indemnity						
Administration Fee						
Other						
Annual/Fixed Fee	Life of File or Life of Contract Pricing	Fee Per Claim	Flat Fee	Fee Per Hour	No Charge	Mileage
Field Services/Investigation						
Medical Case Management						
Utilization Review*						
Medical Bill Audits*						
Use of PPO Networks*						
Use Of Rx Discount Program*						
Attorney Services**						
Attending Hearings						
Legal/File Review						
Rehabilitation Services						
Vocational Case Management						
On-Line Computer Services						
Non-legal Personnel attending TWCC Hearings						
Runoff Costs W/Comp						
RMIS System and Services-Annual Administration Fee						
Subrogation Costs						

*NOTE 1: Provide the Contracted/Sub-Contracted firms proposed as providers for these services.

**NOTE 2: Provide list of at least three (3) Attorney Services firms for selection of firm.

Are fees included in your proposed fee schedule included in the handling of the claim after suit is filed?
☐ YES ☐ NO

Are the fees proposed in fee schedule for life of this claim or for life of Contract pricing?

Life of the Claim ☐ Life of Contract Pricing ☐

Explain: _____

Updated COOP Vendor's List & Equipment Lease (LTOP) / Maintenance Agreement
CC CONSENT

Date: 09/28/2010
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.
2. Requesting authority to enter into a 36-month new Oce ColorWave 300 (LTOP) Lease to Ownership (capital) lease through our membership/participation with (TPSS) Texas Procurement & Support Services awarded vendor, Oce North America, Inc. contract #2-36010 for the County Clerk's Department through requisition #182490 for the lease payment in the amount of \$823.00/month, also requesting authority to enter a 36-month maintenance agreement for the amount of \$125.00/month, effective upon approval (0-1237-415-40-180-003-0-780/432):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1237-415-40-180-003-0-780
 FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 Available funds pending intradepartmental transfer, refer to AI-23146.

FISCAL YEAR: 2010 ACCT. #: 0-1237-415-40-180-003-0-432
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 Funds available in the amount of \$5,000.00 as of 09/23/10.

Attachments

Link: [Updated COOP Vendor List](#)

Link: [OCE North America-County Clerks](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/23/2010 02:01 PM	APRV
2	Budget & Management	Sylvia Solis	09/23/2010 02:52 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/23/2010 04:41 PM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 04:01 PM	APRV

Form Started By: Matilde Faz

Started On: 09/21/2010 02:54 PM

Final Approval Date: 09/24/2010

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2010 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
“EXHIBIT A”

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray’s Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013
	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Industrial Communications	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012

	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/20105/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08	4/1/2008-3/31/2011 10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1 st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-9/2010

	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-9/2010
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-11/2010
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2010
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-11/2010
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-10/2010
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2010
6/29/2010	Sam Pack's Five Star Ford	Automobiles & Law Enforcement Vehicles	071-A1	2/2009 – 08/2010
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2010 3/2010-2/2011
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	*TIBH Industries, Inc.*	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099

	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
6/29/2010	CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	592 673 1364	
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs. Networking Equipment	236 235 838 1369	
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	
	MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264	

	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	
	Votec	Software	937	
6/29/2010	Xerox	Products & Services	515	

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-3/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-11/30/2010
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
	Kimball International	Office Furniture	3-711060	12/16/2002-1/27/2012

6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	7/7/2003-4/7/2011
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2010
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2010

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2011 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	2/28/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
	Sprint	Communication Equipment & Services	CW-05/02	
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

***Denotes: New Vendor added for approval**

☐ **Contract Renewed**

Requisition

Req # 00182490

PO #

Date: 09/22/10

Bill To: x
x

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: RENE PEREZ
956-318-2100

Vendor: 339253

OCE FINANCIAL SERVICES, INC.
5600 BROKEN SOUND BLVD
BOCA RATON FL 33487

Contract No: TXMAS# 2-36010

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	MONTH	DO NOT DUPLICATE ORDER TXMAS CONTRACT# 2-36010 Océ ColorWave 306 \$823.00/month* - 36 LTOP OCE Contract: Maintenance for the 2,000 sq ft per month plan includes parts labor & travel. (ink, print heads and maintenance cassettes are not included. Service provided by local channel partner) The service plan includes the following: 2,000 SF per month: \$125.00 per month base charge, \$0.0394 excess charge above allowance	823.00	2,469.00
3.00	MONTH	TXMAS CONTRACT# 2-36010 Monthly Maintenance Agreement Account No _____ Encumbrance Freight Total	125.00	375.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 0-1237-415-40-180-003-0-780 \$2,469. ⁰⁰ 0-1237-415-40-180-003-0-432 \$375. ⁰⁰		2,844.00

Authorized By: _____

Prepared for:
HIDALGO COUNTY CLERK OF COURT
Rene Perez

Océ ColorWave® 300 Quote Sheet



Questions regarding the
systems in this document?
Please contact:

Earl Madere
Océ North America
8835 N Sam Houston Pkwy W
Houston, TX 77064
281.949.2658
earl.madere@oce.com
September 22, 2010

Proposed Solution

Océ ColorWave 300 Benefits



In implementing the Océ ColorWave 300, Hidalgo County will realize the following benefits:

Reduced printing costs due to

- Lower energy costs due to Océ thermal inkjet technology
- Elimination of outsourcing as printing can be brought in house
- Reduction of wasted prints
- All-in-one design requires limited operating space and is easily accessible by users

Greater productivity due to

- Scan and copy with easy-to-use templates, customizable to standardize your most common operations
- Print from and scan to USB for walk-up users
- Unattended printing with users creating, submitting and managing jobs directly from their desktop
- Color-enabled scanner to consolidate copy and scan tasks from multiple pieces of equipment
- Ability to change media and inks while the system is printing
- Direct DWF printing
- Increased employee productivity with support for set processing, and innovative output stacker

Improved quality of document output with

- Color scanning capability utilizing Océ Color Image Logic™ technology to automatically enhance the image quality of every scanned original
- Océ Dynamic Switching provides high print quality without sacrificing productivity and without having to tweak complex print settings

Improved reliability due to

- Solid, hard wearing materials ensure long system lifetime, leads to higher uptime and fewer replaced parts
- Award winning service from over 4,000 technicians and software experts worldwide



Equipment Proposal

Océ ColorWave 300 all-in-one multifunction system

Océ ColorWave 300 configuration

- 2-Roll color printer; black & white: 41 seconds/E-size; color: 63 seconds/E-size
- Top-mounted color enabled scanner for copying and scanning
- Océ PowerM® controller with concurrent processing
- Océ Color Scan Logic™ software — Scan to multipage PDF/multipage TIFF/JPEG in color
- Adobe® Postscript®/PDF printing, Initial supplies,
- Delivery, installation, and System Integration.

LEASE OPTIONS

Model	Sale Price TXMAS CONTRACT 2-36010	LTOP– SIN 51-58 & LWOO-SIN 51-58a LEASES FOR CONFIGURATION ABOVE	Monthly Maintenance Agreement
Océ ColorWave 300	\$25,130.00	\$823.00/month* - 36 LTOP	\$125.00(See Below)
Océ ColorWave 300	\$25,130.00	\$650.00/month* - 48 LTOP	\$125.00(See Below)
Océ ColorWave 300	\$25,130.00	\$547.00/month* - 60 LTOP	\$125.00(See Below)
Océ ColorWave 300	\$25,130.00	\$811.00/month* - 36 LWOO	\$125.00(See Below)
Océ ColorWave 300	\$25,130.00	\$638.00/month* - 48 LWOO	\$125.00(See Below)
Océ ColorWave 300	\$25,130.00	\$515.00/month* - 60 LWOO	\$125.00(See Below)

Note: All LWOO Leases have an optional 10% buyout at the end of lease. LWOO lease pricing does not include applicable property taxes. Customer owns the system for all LTOP Leases after the last payment is received by OFSI.

Océ contract

Maintenance for the 2,000 sq ft per month plan includes parts labor & travel. (ink, print heads and maintenance cassettes are not included. Service provided by local channel partner)

The service plan includes the following:

- 2,000 SF per month: \$125.00 per month base charge, \$0.0394 excess charge above allowance
- 5,000 SF per month: \$230.00 per month base charge, \$0.0288 excess charge above allowance

* Estimated and based on current rate at time of quotation



The Océ Advantage

Industry expertise

Representing over 130 years of experience, Océ NV, the parent company of Océ North America, is a \$4.6 billion international manufacturer that markets its products in over 90 countries worldwide and maintains Research and Development and production facilities in the United States, The Netherlands, Germany, and France.

Business partnership

Océ Wide Format Printing Systems, a division of Océ North America, provides innovative solutions to meet the changing needs of the technical document marketplace. Our diverse and complete line-up of hardware and software solutions brings one-stop shopping to your entire document creation, handling, and distribution operation.

Award-winning service

Our large and diverse product line is backed by our award winning direct service force. All of our service technicians complete a rigorous, customer-focused, technical training program. The Océ service organization has also been recognized by BERTL and the Association for Services Management for superior quality.

Océ technology and software support

Océ Business Services provides you with support services such as 24-hour/7 days a week self help Web support, optional telephone assistance via Océ's Help Desk Services, Océ Software Maintenance which helps you keep pace with advancing technology, and Océ Customer Education Services, which offers a full range of training courses to optimize your staff's productivity.

Flexible financing alternatives

Océ Financial Services, Inc., provides flexible acquisition alternatives when financing is required. These programs enable customers to obtain Océ Wide Format Printing Systems equipment and software by means of a controllable and affordable monthly payment that can be tailored to the specific needs of your organization.

Océ Imaging Supplies

Océ Imaging Supplies offers your company a quality line of media products. Océ Imaging Supplies stands out from many other suppliers of media because we do not simply re-sell media from secondary sources.



In 2006 Océ received the Readers Choice award for onsite service & support award from Bertl. This award was voted for by clients from over 56 countries and rated 32 manufacturers on the performance of the equipment, service, reliability, value and other qualities.



Matilde Faz

From: Benedict, Anne-Marie [Anne-Marie.Benedict@oce.com]
Sent: Wednesday, September 15, 2010 4:59 PM
To: Matilde Faz
Subject: RE: Texas Lease under TXMAS 2-36010

Hi Maty,

Please, call me Anne-Marie. (I am not terribly formal...) Thank you for your kind email - I'm very glad I was able to help.

The lease rates listed as expiring August 31, 2010 have actually been extended until Nov 30, 2010 for both the LTOP and LWOO plans. It may be a couple of weeks before the TXMAS catalog is updated so feel free to use this email as confirmation of the rate extension until the update is posted.

Please don't hesitate to contact me if you have any other questions.

Enjoy your evening,

Anne-Marie

Anne-Marie Benedict
Contracts Compliance Manager, Public Sector

Océ North America | Legal Dept | 4501 Ford Avenue | Suite 1100 | Alexandria, VA 22302
anne-marie.benedict@oce.com | Phone 703-247-3910 | Fax 703-247-3947



"Nobody made a greater mistake than he who did nothing because he could do only a little." - Edmund Burke

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, September 15, 2010 4:42 PM
To: Benedict, Anne-Marie
Subject: RE: Texas Lease under TXMAS 2-36010

Hi, Ms. Benedict

I apologize I missed your call, it was a pleasure to hear your voice mail by the way you provided me with great information, it is very helpful to me and thanks for sending it via email as well, you did a GREAT job and covered my questions, only one thing I missed to ask Mr. Madere was in the lease price chart I noticed the effective dates expired on 8/31/2010 do you happen to have an updated list price chart? I deeply appreciate your quick respond to this matter.

Have a wonderful evening!

Your prompt and favorable consideration to this matter would be deeply appreciated.

Matilde Faz

From: Polhemus, Brian [brian.polhemus@oce.com]
Sent: Wednesday, September 15, 2010 3:42 PM
To: Matilde Faz
Subject: RE: TXMAS Web Inquiry

The lease rate factors are current. The contract is being updated as we speak. We will honor the rate factors although the date has expired. You can use this email as a confirmation for pricing.

Sincerely,

Brian Polhemus

Area Sales Manager | Océ North America, Inc. WFPS
8835 N. Sam Houston Parkway W.
Houston, Texas 77064
E-mail brian.polhemus@oce.com
Phone (281) 949-2682 | Fax (281) 949-2709
Mobile(817) 713 1497
www.oceusa.com

Check out the newly introduced Océ ColorWave 300, ColorWave 600 and PlotWave 300 interactive sites at:
http://files.oce.com/en/flash/products/pp_colorwave_300_1003x440/index.html
<http://www.oceusa.com/ColorWave600movie>
http://www3.oce.com/preview/pw300/product_presentation_ona/index.htm



From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, September 15, 2010 3:38 PM
To: Polhemus, Brian
Subject: RE: TXMAS Web Inquiry

I deeply appreciate your quick respond to this matter, I apologize for not including my other concern, I noticed in the current lease rate chart you emailed me the effective dates are from 1/22/2007 through 8/31/2010 is there an updated chart for this? I apologize once again. I'm just trying to get all this information correct before we continue with this request to avoid any delays at a later time to generate purchase orders and payments.
Thanks a lot for all your help.



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

REASON: Need funds in this account for OCE Machine.

ATTEST COUNTY CLERK

Hidalgo County

Help

Logoff

Agenda Items

Create/Edit Agenda Items
Search for Agenda Items

Manage Inbox

Inbox Login

Manage Agendas

Create/Edit Agendas

View Meetings

View All Agendas
View Finalized Agendas
View All Minutes

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File Cabinet

Training Videos

Create an Agenda Item
Managing Forms Inbox

Templates

Agenda Item Templates
Agenda Templates
Minutes Item Template

Support

Email Support

Create/Edit Agenda Items

Form is in routing

Submitted By:	Rene Perez, COUNTY CLERK	Agenda Item:	23146	Search	Status	Print
Meeting Type:	COMMISSIONERS' COURT	Department:	COUNTY CLERK	Word	PDF	
Meeting Date:	09/28/2010 - CC CONSENT	Submitted For:	Annette Muniz			
Item Title:	2010 - COUNTY CLERK'S OFFICE (1237)					
Agenda Category:	2010 Interdepartmental Transfers					

Agenda Item contains: Attachment information

Information

Attachments

Fiscal Impact

Int. Comments

Routing

Information

Click on the SHOW button to VIEW the full contents.
Click on the LABEL or the TEXT to get to the Editor Box to edit the contents.
CAPTION (text will appear on the agenda)
2010 - COUNTY CLERK'S OFFICE (1237)
BACKGROUND

AI-22766

10.G.

Auth. to Adv. & Approval of Procurement Pkt.-Aggregate Limestone Grade 4-Type A

CC CONSENT

Date: 09/28/2010
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: "Hidalgo County Precinct No. 1 (All funding sources)-Aggregate Limestone Grade 4-Type A"-RFB No.: 2010-277-10-20-SGS.

BACKGROUND

- 1)Current contract will expire on: December 22, 2010
- 2)New contract to commence on: December 23, 2010
- 3) Proposed schedule of events:
 - a. 1st Advertisement: October 02, 2010.
 - b. 2nd Advertisement: October 09, 2010.
 - c. Bid Opening date: October 20, 2010.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-121-005-0-673
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance as of 9-23-10 \$98,284.06.

Attachments

Link: [Approval of Specs](#)

Link: [Procurement Packet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/22/2010 02:48 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 03:49 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/23/2010 04:24 PM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 03:47 PM	APRV
Form Started By: Sandy Suarez			Started On: 09/01/2010 10:00 AM	
Final Approval Date: 09/24/2010				



MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Raul Lozano, Chief Administrator
Hidalgo County Precinct 1

From: Yolanda Velasquez
H. C. Purchasing Dept., Buyer II

Date: August 27, 2010

Re: **RFP No. 2010-277-00-00-YZV Approval of Specifications/Requirements for HIDALGO COUNTY-PRECINCT 1 - "AGGREGATE LIMESTONE TYPE A GRADE 4"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **not** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes **X** No _____ Other specify _____

BUDGET ACCOUNT#: 0-1200-431-00-121-005-0-673



AUTHORIZED SIGNATURE

Raul Lozano

PRINTED NAME

08/30/2010

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than **WEDNESDAY, SEPTEMBER 08, 2010 by 2:00P.M.**

ENCLOSURES

EXHIBIT "A"
HIDALGO COUNTY PRECINCT NO. 1
(All funding sources, i.e. R&B, CIP, and CAP)
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.: 2010-277-10-20-SGS

SPECIFICATIONS:

I. PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of Aggregate Limestone Grade 4-Type A (material). The material will be purchased on an "**As Needed Basis**" as required by Hidalgo County Pct. 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct 1 hauling forces along with awarded vendor when required and/or on "as needed basis" for delivery of product.

OPTION II – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM 1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator
(956) 968-8733

II. TERMS AND CONDITIONS:

- a. Bid price shall be per ton.
- b. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.
- c. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay

in award of new bid for next contract. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

- d. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County. Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.
- e. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.
- f. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.
- g. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- h. It is understood and agreed that in case Hidalgo County Precinct 1 should need "Aggregate Limestone Grade 4-Type A" and it is not available within the time frame needed from the successful during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.
- i. Awarded vendor must notify Hidalgo County within a 48 hour period (i.e. 2 business days) whenever the "Aggregate Limestone Grade 4-Type A material is not available.
- j. Insurance Certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- k. In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.
- l. Hidalgo County reserves the right to seek purchases for "**Aggregate**

Limestone Grade 4-Type A” from State Contracts whenever it is in the best interest of the County to do so.

- m. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- n. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit “C” for limits).
- o. Must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.
- p. The bidder awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.
- q. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- r. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

III. ADDITIONAL INFORMATION

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

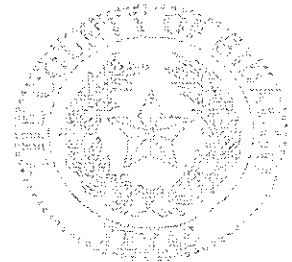
Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, OCTOBER 13, 2010, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, OCTOBER 15, 2010.**

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 1
(All Funding Sources)
**“AGGREGATE LIMESTONE GRADE 4-
TYPE A”**

BID OPENING DATE:
October 20, 2010

Contact Person:

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



LEGAL NOTICE

BID NO: 2010-277-10-20-SGS

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1(ALL FUNDING SOURCES)-AGGREGATE LIMESTONE GRADE 4-TYPE A"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-277-10-20-SGS-HIDALGO COUNTY PRECINCT NO. 1(ALL FUNDING SOURCES) – AGGREGATE LIMESTONE GRADE 4-TYPE A"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas on or before 9:30 a.m., **WEDNESDAY, OCTOBER 20, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-277-10-20-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 1 (ALL FUNDING SOURCES)- AGGREGATE LIMESTONE GRADE 4-TYPE A"

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment,

bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY PRECINCT NO. 1. (ALL FUNDING SOURCES) – AGGREGATE LIMESTONE GRADE 4-TYPE A"** Descriptive

information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:
Hidalgo County Precinct No. 1
Attn: Raul Lozano, Chief Administrator
1902 Joe Stephens Ave.
Weslaco, TX. 78596
(956)968-8733

17. Schedule of Events:

Bid Opening, 9:30 AM	<u>October 20, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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

- . If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the

content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

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

20. Disclosure of Conflict of Interest

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

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;

- . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY PRECINCT NO. 1 (ALL FUNDING SOURCES)
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.: 2010-277-10-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

REQUIREMENTS AGREEMENT
C-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the ____ day of _____, 2010 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County Precinct No. 1 for the "Aggregate Limestone Grade 4" (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

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

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

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2010 and expire on _____, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at

the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

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

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

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

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

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

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

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

Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE



AI-23172

10.H.

**Carpentry, Construction & Building Supplies & Materials
CC CONSENT**

Date: 09/28/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc. as attached hereto for: Hidalgo County (Hidalgo County Facilities Management department)-Carpentry, Construction & Building Supplies & Materials " RFB No. : 2010-215-00-00-MEG

BACKGROUND

1) Current contract expires on: October 20, 2010
2) Proposed schedule of events:
1st Advertisement: October 2, 2010
2nd Advertisement: October 9, 2010
Bid Opening Date: October 20, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-671
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Purchases are on an as needed basis. \$20,403.76 available balance as of 09/24/10. rc

Attachments

Link: [Legal Notice](#)

Link: [Exhibit A Specification/Requirements](#)

Link: [approval of specs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/23/2010 03:49 PM	APRV
2	Budget & Management	Sylvia Solis	09/23/2010 04:01 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 01:49 PM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 04:01 PM	APRV

Form Started By: Elena Gomez
Started On: 09/23/2010 03:00 PM
Final Approval Date: 09/24/2010

REQUEST FOR BIDS

HIDALGO COUNTY “Carpentry and Construction Materials & Supplies”

BID OPENING DATE:

Contact Person:

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



1. Sealed bids will be received for **“HIDALGO COUNTY-CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-215-00-00-MEG- “HIDALGO COUNTY- CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES”**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY, MONTH, DATE 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-215-00-00-MEG-“HIDALGO COUNTY- CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES”.

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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.
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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.
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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- CARPENTRY and CONSTRUCTION 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
956-289-7850

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	_____ , 2010
Award of Contract	_____ , 2010
Commence Work or Deliver Products	_____ , 2010

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in

connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
- 23.** Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in “Good Standing” with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed

a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY
CARPENTRY and CONSTRUCTION
MATERIALS & SUPPLIES
BID NO.: 2010-215-00-00-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Carpentry and Construction Materials & Supplies" in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Vendor shall furnish all materials and supplies necessary to execute the specified services.

General Requirements: The following are the minimum requirements and/or specifications that will be acceptable by the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- Materials must be available for pick-up and/or delivery to the various locations in Hidalgo County during normal working hours, Monday through Friday
- All items must be shipped **F.O.B. INSIDE DELIVERY.**
- All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.
- All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
- All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.
- BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

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 agreement 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. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
4. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.
5. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors.
6. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
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.

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

9. 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.**
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.

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

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Conditions & Requirements:

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **Telephone calls will not be accepted!** **All written inquiries will be accepted via facsimile no later than, Wednesday, August 13, 2008, 5:00 pm.** **Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 15, 2008, 5:00 pm.**

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

#	DESCRIPTION	
1	Wood Shimes	ea
2	Galvanize strut straps, All sizes & Assorted	
3	Plastic corrugated panel	8'
		10'
		12'
		14'
		16'
4	Wood/Bimetal sawsall blades (DeWalt, Milwaukee)	4" ea
		6" ea
		8" ea
		12" ea
5	Commercial door handles (closet, hall, entry, ADA)	interior
		hall
		exterior
6	Wood Glue	gallon
7	Wood screws	#8
		1/4"-3"
		#10
		1/4"-3"
		#12
8	Water/Oil base paint (gloss/semi-gloss)	1/4"-3"
		Interior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
		Exterior
		Int semi gloss
		Int gloss
		Ext gloss
9	Primer Painter	Ext semi gloss
		Interior
		Int semi gloss
		Int gloss
		Ext gloss
		Ext semi gloss
		Exterior
		Int semi gloss
		Int gloss
		Ext gloss
10	Formica (lifetime) Assorted Sizes and type	Ext semi gloss
		LF
11	Tile cement	
12	Sheet metal screws(assorted sizes)	1/4
		2"
		6"
		10"
		12"
13	Fine sand or Assorted	
14	Galvanize unidtrut channel	

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

15	Galvanize corrugated panel		4" ea
			6" ea
			8" ea
			12" ea
			16" ea
16	Aluminum corrugated panel		size-ea
17	Cabinet door latches (assorted styles)		ea
18	Varnish Paint		gallon
	Stain paint		gallon
19	Siding plywood		4'X 8'X _____
			4'X 8'X _____
			4'X 8'X _____
			T 1-11
			OSB plywood
20	Spade drill bits		1/2"
			3/4"
			7/8"
			1"
			1 1/8"
			1 1/4"
			1 1/2"
21	Jigsaw blades		blades
			diff. grids
			per packs
22	Rough sandpaper (60-120 Grid) Assorted		Rough
			20 grid
			80 grid
			100 grid
			120 grid
			FINE
			20 grid
			80 grid
			100 grid
			120 grid
23	Wood crown molding		LFT
			LFT
			LFT
			LFT
			LFT
24	Ceramic tile		SQ FT.
25	Concrete	Ready Mix	
		Sand Mix	
		Mortar Mix	
		Cement Mix	
26	Asphalt patch mix		50 lb bucket
27	Main angles		
28	Door latches (cabinet conventional doors)		
29	Router bit sets (various sizes)		

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

30	Gloves	Industrial	small	
			Med.	
			Large	
		Commercial	small	
			Med.	
			Large	
31	# 16 nails	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
32	# 16 galvanize	Assorted	LB	
		Standard Nails	LB	
		Auto Nail Gun	LB	
33	Sheath plywood	BC	1/2"	
			3/4"	
			4'x8'x 3/4"	
		CDX	1/2"	
			3/4"	
			4'x8'x 3/4"	
		Louan	1/2"	
			3/4"	
		4'x8'x 3/4"		
34	Router bit-carbide tipped		31	
35	Cross tees		4"	
36	Wall angles		3/4"	
37	Plywood		BIRCH	
			1/2"	
			3/4"	
			1/4"	
			OAK	
			1/2"	
			3/4"	
			1/4"	
			ASH	
			1/2"	
			3/4"	
			1/4"	
			MAHOGANY	
			1/2"	
			3/4"	
	1/4"			
38	Saw blades		FINE	
			7 1/4"	
	ASSORTED TYPES		12"	
			COURSE	
			7 1/4"	
			12"	
	WET AND DRY		MASONRY BLADES	
			12"	
39	Solid boards/ White Pine		1"x 2' x10'	
			1"x 2'x12'	
			1"x 2'x12"	
			1"x 4' x10'	
			1"x 4'x12'	
			1"x 4'x12"	

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

40	Drywall	3/8"
		1/2"
		5/8"
41	Finish nails	# 3 per lb
		#4 per lb
		# 6 per lb
		# 8 per lb
42	Ceiling tile (per box)	# 934A
		2' x 2'
		#942
		2' x 4'
43	Rebar	#2
		3/8
		1/2
		5/8
		#4
		3/8
		1/2
		5/8
		#6
		3/8
		1/2
		5/8
		#8
		3/8
		1/2
		5/8
44	Rough sandpaper	# 20
		# 80
		# 100
		# 120
	Fine Sandpaper	# 20
		# 80
		# 100
		# 120
45	Tile grout	per
46	Router bit-1/4 shank 1.3/8 cut Dia. carbide tipped-1" cut dept	
47	Router bit-1/2", 12.7mm 1.7/16 depth carbide tipped	
48	Wall Angels	3/4"
49	Drywall screws (Decking Screws Coated) INTERIOR/EXTERIOR	1"
		1 1/4"
		1 1/2"
		1/2"
		2"
		3"
50	Wedge anchors	EACH
		1/2" x _____
		1/2" x _____
		1/2" x _____
		3/8" x _____
		3/8" x _____
		3/8" x _____
		1/4" _____

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

		1/4" _____
		1/4" _____
		_____ " x _____ "
		_____ " x _____ "
		_____ " x _____ "
51	Vct tile (assorted sizes, colors)	PER BOX
		10 X 10
		12 X 12
52	Self tapping screws (Sheet metal screws & drywall screws)	LB
		1"
		1 1/4"
		1 1/2"
		2"
		3"
53	Galvanize pipe	EACH
		1"
		2"
		2 1/2"
		3"
54	Boards	REGULAR
		2"x4"x8'
		2x4x10
		2x4x12
		2x4x14
		2x4x16
		pre cut
		2"x10"x8'
		2"x12"x8'
		2"x14"x8'
		2"x16"x8'
		TREATED
		2"x4"x8'
		2x4x10
		2x4x12
		2x4x14
		2x4x16
		pre cut
		2"x10"x8'
		2"x12"x8'
		2"x14"x8'
		2"x16"x8'
55	Metal struts (studs)	8'x12'
56	Assorted Boards	2x6
		2x10
		2x12
57	4x4 Treated Post	8'
		10'
		12'
		14'
		16'
58	Insulation Bats	
59	Slag Bolts	1/4"
		1/2"

EXHIBIT "A"
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY and CONSTRUCTION MATERIALS & SUPPLIES"
BID NO.: 2010-215-00-00-MEG

		3/4"
		6"

DRAFT

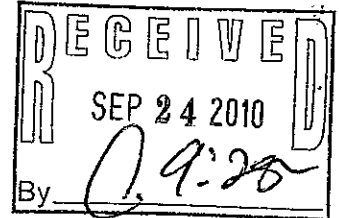
MEMORANDUM

To: Mr. Richard Sunday, Facilities Management

From: Elena Gomez, Buyer *mg*
Hidalgo County Purchasing Department

Date: July 13, 2010

Re: Bid No. 2010-215-00-00-MEG-Approval of Specifications for
HIDALGO COUNTY FACILITIES MANAGEMENT
"CARPENTRY & CONSTRUCTION MATERIALS & SUPPLIES"



Please review the following SPECIFICATIONS and indicate if they meet all your requirements by marking APPROVE (or) DISAPPROVE and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify) _____

BUDGET ACCOUNT #: 0-1100-419-40-220-001-C-671

[Signature]
AUTHORIZED SIGNATURE

Daniel Flores
PRINTED NAME

9/23/2010
DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT,
VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later
than MONDAY AUGUST 2, 2010 at 5:00p.m.**

Enclosures

AI-23137

10.I.

Hidalgo County - Extension-VSL Inc-C-09-163-09-15

CC CONSENT

Date: 09/28/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval of a one (1) year period extension (first of two possible-provided in current contract) for: "Repairs, Removal & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis) for Hidalgo County, under the same rates, terms and conditions with: VIDEO SOUNDS & LIGHT, INC. - effective 09/28/10 - 09/27/11.

BACKGROUND

Letter of Extension to VSL, Inc
Current Contract Document C-09-163-09-15

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
County Wide Contract with various accounts under obj code 432

Attachments

Link: Current Contract#C-09-163-09-15-VSL Inc-HC

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/22/2010 04:22 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 04:32 PM	APRV
3	Rosalinda Cantu	Monica Badillo	09/22/2010 04:37 PM	APRV
4	Purchasing Department	Letty Saenz	09/22/2010 04:42 PM	APRV
5	Auditor's Office	Linda Fong	09/24/2010 04:03 PM	APRV

Form Started By: Letty Saenz
Started On: 09/22/2010 02:39 PM
Final Approval Date: 09/24/2010

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-163-09-15

THIS CONTRACT is made and entered into this **15th** day of **September, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **VSL, INC. d/b/a Video, Sound & Light, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Removal & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"** (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

I. County and Company hereby agree that this Contract is entered into in order to provide the Services to within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **September 28, 2009** and expiring on **September 27, 2010** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano, 2 nd Floor (Admin. Bldg) Edinburg, Texas 78539
If to Company:	VSL, INC. Attn: Valentin Cardenas, President or Diana Cardenas, Vice President 3716 South US Hwy 281 Edinburg, Texas 78539

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this 18th day of September, 2009.

APPROVED AS TO FORM

Atlas & Hall, LLP

By: [Signature]
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

COMPANY:

VSL, INC. d/b/a VIDEO, SOUND & LIGHTS, INC.

By: [Signature]
Printed Name: Valentin A. Cardenas
Title: President

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY**

**“Repairs, Removal & Installation of Mobile Radios, Computers & Other Emergency
Miscellaneous Equipment”
BID No. 2009-163-08-19-SMA**

1. Request for Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit “A”- Specifications, consisting of 6 pages.
4. Exhibit “B”- Bid Form, consisting of 3 pages.
(Must be submitted with bid)
5. Exhibit “C”- Insurance Requirements, consisting of 5 pages.
(Must be submitted with bid)
6. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
(Copy of receipt and this form must be submitted with bid)
7. Vendor/Bidder Application and W-9 form consisting of 7 pages.
(Must be submitted with bid)
8. Certification Regarding Debarment, consisting of 2 pages.
(Must be submitted with bid)
9. Draft Service Contract, consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar 

Martha L. Salazar, CPPB
Purchasing Agent

August 3, 2009
Date



PURCHASING DEPARTMENT
County Of Hidalgo

August 3, 2009

(Company's name and address)

Re: **HIDALGO COUNTY**
Request for Bids -"Repairs, Removal & Installation of Mobile Radios, Computers
and other Emergency Misc. Equipment"
Bid No: 2009-163-08-19 -SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Bid No: 2009-163-08-12-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext, 4865

REQUEST FOR BIDS

HIDALGO COUNTY

**“REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS
& OTHER EMERGENCY MISCELLANEOUS EQUIPMENT”**

BID OPENING DATE

AUGUST 19, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956- 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANEOUS 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: **"BID-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANEOUS EQUIPMENT"** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, AUGUST 19, 2009.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANEOUS 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 of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANEOUS 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 AUDITOR'S OFFICE
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	<u>AUGUST 19, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

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

proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.html.**
- If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. 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**"REPAIR, REMOVAL & INSTALLTION OF MOBILE RADIOS, COMPUTERS AND OTHER EMERGENCY
MISCELLANEOUS EQUIPMENT"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

EXHIBIT "A"
HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"
Bid No.: 2009-163-08-19-SMA
SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County is seeking to contract with a qualified bidder to conduct all "Repairs, Removal and Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" on an as needed basis. But not limited to

SPECIFICATIONS, TERMS AND CONDITIONS:

1. The bid contract will be for mobile radios, computers & other miscellaneous equipment that is currently installed in, or will be installed on County vehicles. This bid will exclude repairs to base radio consoles, tower site repeaters or equipment, or specialty surveillance equipment.
2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract.
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.
4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.
5. Vendors submitting bid should be currently performing repairs, removals and installations for other law enforcement and emergency response agencies.
6. Vendor(s) must use only certified service technicians in performing repairs, installations and/or removals (proof of certification must be submitted with packet).
7. Vendor(s) shall have a covered working area to protect vehicles and equipment against inclement weather and ample space to store property being repaired, removed and/or installed while conducting repairs, installations and removals.
8. Vendor(s) shall be able to refurbish and/or repair any and all non-working overhead light bars, radios, sirens, and emergency miscellaneous equipment unless equipment is beyond repair.
9. Vendor(s) must be able to complete a vehicle installation in two (2) working days and a removal in one (1) working day.
10. Vendor(s) must be able to work on multiple vehicles at one time.
11. Vendor(s) must have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.
12. Vendor(s) must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being repaired, removed and/or installed and the ability to track and document the storage of property.
13. Vendor must have an area to keep vehicles secured for overnight and weekends.
14. Vendor must guarantee work performed.
15. **Vendors must be able to come and conduct repairs, installations and removals at any of the departments' locations on an emergency basis.** If the vendor will charge for a service call for this request, the vendor must include the cost of that service call within this bid.
16. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.
17. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the BIDDER.
18. All charges for repairs, removals and installations' shall be included in the bid price. Unless other-wise stated

EXHIBIT "A"
HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"
Bid No.: 2009-163-08-19-SMA
SPECIFICATIONS

19. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.
20. Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. Incomplete submittals shall be considered a probable cause for disqualification.
21. Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, and/or to reject any or all bids.
22. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.
23. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

QUALIFICATIONS/REQUIREMENTS:

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.
2. Vendor must have a service facility within Hidalgo County where all work will be performed.
3. A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for qualification. Information should include, but not limited to the following:
 - a) Company
 - b) Contact Person
 - c) Phone Number
 - d) Work Performed
 - e) Contract Term
4. Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

PART I- REPAIRS

REPAIRS on Mobile two-way Radios, Portable (handheld) two-way radios, Computers and Other Emergency Miscellaneous Equipment installed in Hidalgo County vehicles. (to exclude Sheriff's Office)

Hidalgo County has the following equipment installed in its vehicles.

RADIOS	LIGHTBARS	OTHER MISC. ITEMS
Motorola Syntor X	Code 3 Excalibar Package	Sho-Me Grille Lights
Motorola Syntor 9000	Whelen Edge 9004 SL	Whelen Strobes
Motorola Maxtrac	Federal Signal Jet Sonic	Whelen Cen Com Gold
Motorola Radies Line Radios	Federal Signal Jet Stream	Whelen siren with PA 295SL100
Vertex Line Radios	Whelen Lightbar 500 Series/Liberty Light Bar LED	Whelen Siren Control Head Model 1295 HFRSA
Motorola Astro Spectra Radio	Federal Signal Corp Aero Dynic	Code Three
Motorola XTL 1500 Astro	Federal Signal Corp Street Hawk	Motorola Antennas for Radios
Jensen Line Radios	Code 3 MX 7000	Galls Wig Wag Flashers
Midland Line Radios		Galls Strobe Power Supplies
EF Johnson/Johnson Line Radios		Push Bumpers
SP-130 Scanning Radio		LED flashing lights (various models)
QPA-Dual Slot Charger		
Ma-Comm Line Radios (mobile & portable)		

EXHIBIT "A"
HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"
Bid No.: 2009-163-08-19-SMA
SPECIFICATIONS

PART II- REMOVAL

REMOVAL of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles (to exclude Sheriff's Office)

- ❖ **RADIO:** The departments use a variety of radios. Some radios are easier to remove compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

Below is a list of the radios currently installed in our County vehicles.

1. Motorola Syntor (X, 9000, Etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson Line Radios
5. Vertex Line Radios
6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. Sp-130 Scanning Radio
10. QPA-1125 Dual Slot Charger

- ❖ **ANTENNAS:** (to include disguise antennas)

- ❖ **SIRENS:** 12 volt sirens, to include but not limited to siren speakers mounted under the grill

- ❖ **LIGHTS & LIGHTBARS:** (to include power cable and control panels)

- **GRILLE LIGHTS:** (halogen, led or strobe)
- **REAR DECK LIGHTS:** (halogen, led or strobe)
- **DASH LIGHTS:** (Either mounted on dash or roof area near sun visor)
- **STROBE OR LED LIGHT INSERTS By Pairs, Front or Back**
- **HALOGEN LIGHT INSERTS By Pairs Front or Back**
- **FUSE PANEL**
- **STROBE POWER SUPPLIES**
- **INTERIOR MOUNTED DIRECTIONAL LIGHT BARS**
- **WIG-WAG FLASHER**

- ❖ **OTHER**

- **PRISONER CAGES**
- **SHOTGUN/ RIFLE RACK** (floor or ceiling mounted)
- **SHOTGUN/ RIFLE RACK** (trunk lid mounted non-electrical)
- **FLASHLIGHT CHARGER**
- **PUSH BUMPERS**
- **CENTER CONSOLE**
- **VIDEO CAMERA SYSTEM**
- **RADARS WITH ANTENNAS**
- **MOBILE DATA COMPUTERS AND STANDS WITH POWER SUPPLY**

PART III- INSTALLATION

INSTALLATION of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles. (to exclude Sheriff's Office)

- **RADIO:** The departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

EXHIBIT "A"

HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

SPECIFICATIONS

-
1. Motorola Syntor (X, 9000, Etc.)
 2. Motorola Maxtrac
 3. Johnson Line Radios
 4. EF Johnson Line Radios
 5. Vertex Line Radios
 6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
 7. Jensen Line Radios
 8. Midland Line Radios
 9. Sp-130 Scanning Radio
 10. QPA-1125 Dual Slot Charger
 11. MaComm Brand Radios
- **ANTENNAS:** (to include disguised antennas)
- **SIRENS:** 12 volt sirens, grill mounted, light bar mounted, and disguised mounted
- **SIREN SPEAKERS PUSH BAR MOUNTED**
 - **SIREN SPEAKERS CONCEALED MOUNTED**
- **LIGHTBAR:** To include interface cables to console and include the installation and interface with switch panels.
- **CODE 3 EXCALIBAR PACKAGE** (with interface box and switch)
 - **WHELEN EDGE 9004 SL** (with interface box and switch)
 - **FEDERAL SIGNAL JET SONIC**
 - **FEDERAL SIGNAL JET STREAM**
 - **DIRECTIONAL LIGHTBAR** (Federal Signal, Code Three)
 - **HALOGEN OR LED GRILL LIGHTS** (to include flasher and interface with the switch panel)
 - **STROBE GRILL LIGHTS** (to include interface with strobe power supply)
 - **HALOGEN OR LED REAR DECK LIGHTS** (to include flasher and interface with the switch panel)
 - **STROBE REAR DECK LIGHTS** (to include interface with strobe power supply)
 - **DASH LIGHTS** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
 - **STROBE LIGHT INSERTS by Pairs, Front or Back** (to include interface with the strobe power supply)
 - **HALOGEN OR LED LIGHT INSERTS by Pairs Front or Back** (to include flasher and interface with switch panel)
 - **FUSE PANEL**
 - **STROBE POWER SUPPLY** (to include interface to switch panel)
 - **WIG-WAY FLASHER** (to include interface with switch panel)
- **OTHER**
- **PRISONER CAGES** (to include lower extension and side panels)
 - **SHOTGUN/ RIFLE RACK FLOOR MOUNT** (interface with the switch panel and lock timers available)
 - **SHOTGUN/ RIFLE RACK OVERHEAD MOUNT** (interface with the switch panel and lock timers if available)
 - **SHOTGUN/ RIFLE RACK TRUNK LID MOUNT** (non-electrical)
 - **FLASHLIGHT CHARGER**
 - **PUSH BUMPER**
 - **CENTER CONSOLE**
 - **WIG-WAG FLASHER**
 - **VIDEO CAMERA SYSTEM**
 - **RADARS WITH ANTENNAS**

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.

EXHIBIT "A"
HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"
Bid No.: 2009-163-08-19-SMA
SPECIFICATIONS

- 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. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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 sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, AUGUST 12, 2009 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later **than FRIDAY, AUGUST 14, 2009 BY 5:00 P.M.**

EXHIBIT "B"**BID FORM
HIDALGO COUNTY****"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"****BID NO. 2008-163-08-19-SMA**

ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	LIST ALL WARRANTIES
RADIOS					
Motorola Syntor (X, 9000, Etc)	\$	\$	\$	\$	
Motorola Maxtrac	\$	\$	\$	\$	
Johnson Line Radios	\$	\$	\$	\$	
HF Johnson Line Radios	\$	\$	\$	\$	
Vertex Line Radios	\$	\$	\$	\$	
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	\$	\$	\$	\$	
Jensen Line Radios	\$	\$	\$	\$	
Midland Line Radios	\$	\$	\$	\$	
Sp-130 Scanning Radio	\$	\$	\$	\$	
Antennas	\$	\$	\$	\$	
Ma-Comm Line Radios (mobile & portable)	\$	\$	\$	\$	
LIGHT BAR					
Code 3 Excaltibur Package	\$	\$	\$	\$	
Whelen Edge 9004 SL	\$	\$	\$	\$	
Federal Signal Jet Sonic	\$	\$	\$	\$	
Federal Signal Jet Stream	\$	\$	\$	\$	
Directional Light Bar	\$	\$	\$	\$	
SIRENS					
12 Volt Sirens	\$	\$	\$	\$	
Siren Speakers Push Bar Mounted	\$	\$	\$	\$	
Siren Speakers Concealed Mounted	\$	\$	\$	\$	
Siren with PA (295SL100)	\$	\$	\$	\$	
Siren Control Head (model #1295HFRSA)	\$	\$	\$	\$	
Undercover Siren with position switch	\$	\$	\$	\$	
OTHER MISC. ITEMS					
Video Camera System	\$	\$	\$	\$	
Radars with Antennas	\$	\$	\$	\$	
Mobile Data Computers & stands with power supply	\$	\$	\$	\$	
QPA-1125 Dual Slot Charger	\$	\$	\$	\$	
Grille Lights (Halogen, LED or Strobe)	\$	\$	\$	\$	
Rear Deck Lights	\$	\$	\$	\$	
Dash Lights	\$	\$	\$	\$	
Prisoner Cages	\$	\$	\$	\$	
Shotgun/Rifle Rack (all mounts & types)	\$	\$	\$	\$	
LED Lights	\$	\$	\$	\$	
Grille Lights (Halogen, LED or Strobe)	\$	\$	\$	\$	
LED Dash Lights	\$	\$	\$	\$	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	\$	\$	\$	\$	
Fuse Panel	\$	\$	\$	\$	
Strobe Power Supplies	\$	\$	\$	\$	
Wig-Wag Flasher	\$	\$	\$	\$	
Flash Light Charger	\$	\$	\$	\$	
Push Bumpers	\$	\$	\$	\$	
Center Console	\$	\$	\$	\$	

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

BIDDER /COMPANY'S NAME: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
PHONE NUMBER: _____
CELLULAR NUMBER: _____
FAX NUMBER: _____
AUTHORIZED SIGNATURE: _____
EMAIL ADDRESS: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

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 INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____																																																																																																																																																		
INSURED		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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSR LTR</th> <th style="width: 35%;">TYPE OF INSURANCE</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 15%;">POLICY EFFECTIVE DATE (MM/DD/YY)</th> <th style="width: 15%;">POLICY EXPIRATION DATE (MM/DD/YY)</th> <th style="width: 20%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td rowspan="6" style="text-align: center; vertical-align: top;">A</td> <td colspan="4" style="text-align: center;">GENERAL LIABILITY</td> <td>EACH OCCURRENCE</td> </tr> <tr> <td>☐ COMMERCIAL GENERAL LIABILITY</td> <td></td> <td></td> <td></td> <td>FIRE DAMAGE (Any one fire)</td> </tr> <tr> <td>☐ CLAIMS MADE - OCCUR</td> <td></td> <td></td> <td></td> <td>MED (Any one person)</td> </tr> <tr> <td>☐ OWNERS & COM PROT</td> <td></td> <td></td> <td></td> <td>PERSONS & ADY INJURY</td> </tr> <tr> <td>☐ OWNERS PROTECTIVE LIABILITY</td> <td></td> <td></td> <td></td> <td>ALL AGGREGATE</td> </tr> <tr> <td>☐ GEN'L AGGREGATE LIMIT APPLIES PER PROJECT ☐ LOC</td> <td></td> <td></td> <td></td> <td>PRODUCTS - CLAMP/OP</td> </tr> <tr> <td rowspan="6" style="text-align: center; vertical-align: top;">B</td> <td colspan="4" style="text-align: center;">AUTOMOBILE LIABILITY</td> <td>COMBINED SINGLE LIMIT (Ea accident)</td> </tr> <tr> <td>☐ ANY AUTO</td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per person)</td> </tr> <tr> <td>☐ ALL OWNED AUTOS</td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per accident)</td> </tr> <tr> <td>☐ SCHEDULED AUTOS</td> <td></td> <td></td> <td></td> <td>PROPERTY DAMAGE (Per accident)</td> </tr> <tr> <td>☐ HIRED AUTOS</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>☐ NON-OWNED AUTOS</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: top;"></td> <td colspan="4" style="text-align: center;">GARAGE LIABILITY</td> <td>AUTO ONLY-EA ACCIDENT</td> </tr> <tr> <td>☐ ANY AUTO</td> <td></td> <td></td> <td></td> <td>(OTHER THAN AUTO ONLY) EA ACC. AGG</td> </tr> <tr> <td rowspan="5" style="text-align: center; vertical-align: top;">C</td> <td colspan="4" style="text-align: center;">EXCESS LIABILITY</td> <td>EACH OCCURRENCE</td> </tr> <tr> <td>☐ OCCUR ☐ CLAIMS MADE</td> <td></td> <td></td> <td></td> <td>AGGREGATE</td> </tr> <tr> <td>☐ REDUCIBLE</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>☐ RETENTION \$</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="4" style="text-align: center; vertical-align: top;">D</td> <td colspan="4" style="text-align: center;">WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td> <td>WC STATD ☐ OTHER</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>CC - EACH ACCIDENT</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>CC - DISEASE EA EMPLOYEE</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>CC - DISEASE-POLICY LIMIT</td> </tr> <tr> <td colspan="6" style="text-align: center; padding: 5px;">OTHER</td> </tr> <tr> <td colspan="6" style="padding: 5px;"> 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. </td> </tr> <tr> <td colspan="2" style="padding: 5px; vertical-align: top;"> CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539 </td> <td colspan="2" style="padding: 5px; vertical-align: top;"> ADDITIONAL INSURED: INSURER LETTER: </td> <td colspan="2" style="padding: 5px; vertical-align: top;"> 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. </td> </tr> </tbody> </table>			INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	A	GENERAL LIABILITY				EACH OCCURRENCE	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	☐ CLAIMS MADE - OCCUR				MED (Any one person)	☐ OWNERS & COM PROT				PERSONS & ADY INJURY	☐ OWNERS PROTECTIVE LIABILITY				ALL AGGREGATE	☐ GEN'L AGGREGATE LIMIT APPLIES PER PROJECT ☐ LOC				PRODUCTS - CLAMP/OP	B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	☐ ANY AUTO				BODILY INJURY (Per person)	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	☐ HIRED AUTOS					☐ NON-OWNED AUTOS						GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	☐ ANY AUTO				(OTHER THAN AUTO ONLY) EA ACC. 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Insurance Requirement Acknowledgment

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

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

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

Automobile Liability: \$_____ General Liability: \$_____

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

Authorized Representative

Date

Notice to Bidder:

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

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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 176.005(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.		
<input style="margin-right: 10px;" type="checkbox"/> 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

Accepted: 05/29/2007

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

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612**

in person or regular mail to:

Mailing/Postal Address: 2812 S. Business Hwy. 281

Physical Address: 2802 S. Business Hwy. 281

Edinburg, Texas 78539

or e-mail: purchasing@co.hidalgo.tx.us

Company Name:						Telephone No. ()						
dba Name:												
Legal Name:												
Mailing Address:								Fax No. ()				
Physical Address:												
City, State, Zip									Tax I.D. No.			
Remit to Address :									City, State, Zip			
E-Mail Address:												
Representative(s) Name(s) & Title(s)												
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify												
State Identification No. _____ Federal Identification No. or (if individual) SS No. (Please attached completed W-9 form with this application)												
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:												
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>												
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.: _____												

Revised 12/14/06

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

**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,

(THIS PAGE MUST BE SUBMITTED WITH BID)

• 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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification Regarding Debarment, Suspension and Ineligibility

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"**BID FORM****HIDALGO COUNTY****"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"****BID NO. 2008-163-08-19-SMA**

ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	LIST ALL WARRANTIES
RADIOS					
Motorola Syntor (X, 9000, Etc)	\$ 21.50	\$ 40.00	\$ 29.95	\$ 13 %	
Motorola Maxtrac	\$ 10.50	\$ 21.00	\$ 29.95	\$ 13 %	see
Johnson Line Radios	\$ 10.50	\$ 21.00	\$ 29.95	\$ 13 %	Attach.
EF Johnson Line Radios	\$ 21.50	\$ 40.00	\$ 29.95	\$ 13 %	
Vertex Line Radios	\$ 10.50	\$ 21.00	\$ 29.95	\$ 13 %	
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	\$ 10.50	\$ 21.00	\$ 29.95	\$ 13 %	
Jensen Line Radios	\$ 0.01	\$ 0.01	\$ 29.95	\$ 13 %	
Midland Line Radios	\$ 0.01	\$ 0.01	\$ 29.95	\$ 13 %	
Sp-130 Scanning Radio	\$ 0.01	\$ 0.01	\$ 29.95	\$ 13 %	
Antennas	\$ 7.00	\$ 13.00	\$ 29.95	\$ 13 %	
Ma-Comm Line Radios (mobile & portable)	\$ 21.50	\$ 40.00	\$ 29.95	\$ 13 %	
LIGHT BAR					
Code 3 Excalibur Package	\$ 19.50	\$ 55.00	\$ 29.95	\$ 13 %	
Whelen Edge 9004 SL	\$ 19.50	\$ 55.00	\$ 29.95	\$ 13 %	see
Federal Signal Jet Sonic	\$ 19.50	\$ 55.00	\$ 29.95	\$ 13 %	Attach
Federal Signal Jet Stream	\$ 19.55	\$ 55.00	\$ 29.95	\$ 13 %	
Directional Light Bar	\$ 15.00	\$ 25.00	\$ 29.95	\$ 13 %	
SIRENS					
12 Volt Sirens	\$ 13.00	\$ 25.00	\$ 29.95	\$ 13 %	
Siren Speakers Push Bar Mounted	\$ 12.00	\$ 18.00	\$ 29.95	\$ 13 %	
Siren Speakers Concealed Mounted	\$ 12.00	\$ 18.00	\$ 29.95	\$ 13 %	see
Siren with PA (295SL100)	\$ 15.00	\$ 30.00	\$ 29.95	\$ 13 %	Attach
Siren Control Head (model #1295HFRSA)	\$ 15.00	\$ 30.00	\$ 29.95	\$ 13 %	
Undercover Siren with position switch	\$ 13.00	\$ 25.00	\$ 29.95	\$ 13 %	
OTHER MISC. ITEMS					
Video Camera System	\$ 18.00	\$ 89.00	\$ 29.95	\$ 13 %	
Radars with Antennas	\$ 15.00	\$ 60.00	\$ 29.95	\$ 13 %	
Mobile Data Computers & stands with power supply	\$ 30.00	\$ 95.00	\$ 29.95	\$ 13 %	see
QPA-1125 Dual Slot Charger	\$ 0.01	\$ 0.01	\$ 29.95	\$ 13 %	Attach.
Grille Lights (Halogen, LED or Strobe)	\$ 11.00	\$ 25.00	\$ 29.95	\$ 13 %	
Rear Deck Lights	\$ 11.00	\$ 25.00	\$ 29.95	\$ 13 %	
Dash Lights	\$ 7.00	\$ 16.00	\$ 29.95	\$ 13 %	
Prisoner Cages	\$ 15.00	\$ 29.00	\$ 29.95	\$ 13 %	
Shotgun/Rifle Rack (all mounts & types)	\$ 9.00	\$ 18.00	\$ 29.95	\$ 13 %	
LED Lights	\$ 11.00	\$ 25.00	\$ 29.95	\$ 13 %	
Grille Lights (Halogen, LED or Strobe)	\$ 11.00	\$ 25.00	\$ 29.95	\$ 13 %	
LED Dash Lights	\$ 11.00	\$ 20.00	\$ 29.95	\$ 13 %	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	\$ 10.00	\$ 20.00	\$ 29.95	\$ 13 %	
Fuse Panel	\$ 10.00	\$ 19.00	\$ 29.95	\$ 13 %	
Strobe Power Supplies	\$ 10.00	\$ 16.00	\$ 29.95	\$ 13 %	
Wig-Wag Flasher	\$ 10.00	\$ 14.00	\$ 29.95	\$ 13 %	
Flash Light Charger	\$ 5.00	\$ 11.00	\$ 29.95	\$ 13 %	
Push Bumpers	\$ 15.00	\$ 25.00	\$ 29.95	\$ 13 %	
Center Console	\$ 15.00	\$ 25.00	\$ 29.95	\$ 13 %	

OPENED9-11-08
8-11-08**Witnessed****(THIS PAGE MUST BE SUBMITTED WITH BID)**

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

BIDDER /COMPANY'S NAME: VSL INC
ADDRESS: 3714 S. US HWY 281
CITY/STATE/ZIP CODE: Edinburg TX 78539.
PHONE NUMBER: 956 383 6855
CELLULAR NUMBER: 956 239 6855
FAX NUMBER: 956 380 1513.
AUTHORIZED SIGNATURE: [Signature]
EMAIL ADDRESS: VSLINC@ADL.COM.
PRINTED NAME: VALENTIN A. CARDENAS.
TITLE: V. PRESIDENT.
DATE: 08/18/09.

(THIS PAGE MUST BE SUBMITTED WITH BID)

VSL INC.

3716 S. US HWY 281
EDINBURG, TX. 78539
(956) 383-6855
FAX (956) 380-1513

TO: HIDALGO COUNTY PURCHASING DEPARTMENT.

VSL INC WARRANTIES ALL REMOVAL AND INSTALLATIONS FOR 2 YEARS AGAINST DEFECTS ON OUR LABOR. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

VSL INC WARRANTIES OUR REPAIRS FOR ONE YEAR ON LABOR AND MANUFACTURER WARRANTIES ON PARTS. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

MARKUP PRICE IN REPAIR PARTS 13%.



VSL INC
VALENTIN CARDENAS

EXHIBIT “C” INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2009

PRODUCER 512.451.6551 FAX 512.454.0183
 Central Insurance Agency, Inc.
 6000 N. Lamar Blvd
 Austin, TX 78752

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 VSL, Inc
 DBA: Video, Sound & Lights
 3716 S US HWY 281
 EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: First National Ins Co of Am

24724

INSURER B: Progressive County Mutual

29203

INSURER C: Texas Mutual Insurance Company

055

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	25CC25267310	12/20/2008	12/20/2009	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	06117138-1	12/20/2008	12/20/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
	EXCESS / UMBRELLA LIABILITY				AGG \$
	☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$
	☐ DEDUCTIBLE				AGGREGATE \$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001186743 20071221	12/21/2008	12/21/2009	WC STATU-TORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				OTH-ER \$
	☐ Y/N				E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

BID ONLY
 THIS CERTIFICATE TO BE REPLACED WITH
 CERTIFICATE HOLDER'S NAME AND ADDRESS
 WHEN THE BID IS ACCEPTED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 00 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

SIGNATURE INTENTIONALLY LEFT BLANK

ACORD 25 (2009/01)

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AI-17370

27.A.9.

**Award-Repair/Removal/Installation- Mobile Radios/Computers/& Other
Emergency Misc. Equipment
CC REGULAR**

Date: 09/15/2009
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation of bids received for the purposes of award with approval of contract to the bidder meeting all the specifications and/or requirements as attached hereto for "Hidalgo County-Repair, Removal & Installation of Mobile Radios, Computers & Other Emergency Misc. Equipment"- Bid #2009-163-08-19-SMA.

BACKGROUND

1. Current Contract expires on September 27, 2009
2. Contract Document has been sent to legal counsel for review and approval as to form.
3. Recommended Vendor is "VSL, Inc."

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** VARIOUS
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 See attached expenditure report for availability of funds. rc

Attachments

Link: [Participation, tabulation, dept's recommendation](#)
 Link: [dept's recommendation](#)
 Link: [expenditure report- object code 432](#)
 Link: [contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Sandra Montalvo	09/09/2009 08:34 AM	CREATED
1	Purchasing Department	Marty Salazar	09/10/2009 11:32 AM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 11:37 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/10/2009 03:58 PM	APRV
4	Auditor's Office			NEW
Form Started By: Sandra Montalvo			Started On: 09/09/2009 08:34 AM	



PURCHASING DEPARTMENT
County Of Hidalgo

September 21, 2010

Valentin Cardenas, President or
Diana Cardenas, Vice President
VIDEO SOUNDS & LIGHT, INC.
3716 South US Hwy 281
Edinburg, Texas 78539

via email facsimile (956) 380-1513
via email yslinc@aol.com

Re: Extension of Contract No. C-09-163-09-15
"Repairs, Removal & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis) - Hidalgo County

Dear Mr. & Mrs. Cardenas:

Commissioners' Court will take applicable action (Tuesday, September 28, 2010) in connection with the Hidalgo County's option to extend/renew for the **First (1st) year of the additional Two (2) One (1) year term extension** as provided in the current Service Contract (under the same rates, terms and conditions). **Effective date of renewal/extension is of September 28, 2010.**

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, September 23, 2010, 12:00 p.m., via email attn: leticia.saenz@co.hidalgo.tx.us and to via facsimile (956) 956-318-2629.

By: _____
Valentin Cardenas, President
Diana Cardenas, Vice President

Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,


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

xc: file

EXCESS WORKERS COMPENSATION INSURANCE CC CONSENT

Date: 09/28/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (draft specifications/requirements, legal notice) for: "Excess Workers Compensation Insurance"-RFP No. 2010-267-10-27-otm.

BACKGROUND

Proposed Timeline Dates for Project as Follows:

Agenda Item to be placed for approval of specifications/requirements and to advertise (if approved);

Advertisement Dates:

1st ad - Saturday, October 02, 2010

2nd ad - Saturday, October 09, 2010

Bid Opening Date: October 27, 2010

Release of packets to interested parties: Wednesday, October 06, 2010

Possible Award date(s): November 09, 2010 or November 16, 2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** X-2202-419-50-115-066-0-524

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

BUDGETARY IMPACT:

Contract is for calendar year 2011.

Attachments

Link: EXHIBIT "A" SPECS/REQUIREMENTS

Link: EXHIBIT "B" EVALUATION SHEET

Link: LEGAL NOTICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/23/2010 03:31 PM	APRV
2	Budget & Management	Sylvia Solis	09/23/2010 03:58 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 11:20 AM	APRV

4 Auditor's Office Linda Fong 09/24/2010 04:02 PM APRV
Form Started By: Olga Montero Started On: 09/22/2010 01:38
PM
Final Approval Date: 09/24/2010

DRAFT

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
REQUEST FOR PROPOSAL

“EXCESS WORKERS’ COMPENSATION INSURANCE”

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

“EXCESS WORKERS’ COMPENSATION INSURANCE”

RFP NO: 2010-267-10-27-OTM

OVERVIEW:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals from organizations (hereinafter referred to as “PROPOSER”) qualified to perform professional excess workers’ compensation insurance for the COUNTY’s self-funded Workers’ Compensation Insurance Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal in the excess workers’ compensation insurance.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 27, 2010.** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

**RFP NO.: 2010-267-10-27-OTM
“EXCESS WORKERS’ COMPENATION INSURANCE”**

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 Hwy. 281, at Hidalgo County 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, October 13, 2010,** at 5:00 P.M. at (956) 292-7612. Responses will be sent to all applicants via facsimile by **Friday, October 15, 2010.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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 or 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.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the 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 locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

- **DURATION OF CONTRACT:**

- 1.) **Initial Term:** Effective date is from January 1, 2011, through, January 1, 2012;
- 2.) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than **October 1, 2011** for the first renewal/extension and no later than **October 1, 2012** for the second renewal/extension.

DAVIS BACON ACT:

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

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.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
 - a. All information required by the proposal form shall be furnished.
 - b. Specification price sheets, specifications and necessary information are attached.
 - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
 - d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
 - e. If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.
 - f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.

- g. Clarification of Objections to Proposal Requirements.
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of **Wednesday, October 27, 2010** to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-292-7612
Email to: martha.salazar@co.hidalgo.tx.us

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 proposers 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.

FIRM QUALIFICATIONS:

Hidalgo County is soliciting to contract with qualified firms(s) for Hidalgo County's Excess Worker's Compensation Insurance. Please refer to the "Additional Specifications/Requirements" for further requirements regarding qualifications.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the 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.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES:

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

PROPOSAL RANKING:

After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

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.

EVALUATION: The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on Wednesday, October 27, 2010.** Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: **RFP No.: 2010-267-10-27-OTM "EXCESS WORKERS' COMPENSATION INSURANCE."**

PROPOSAL SHOULD BE SUBMITTED TO:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

Hidalgo County, Texas

REQUEST FOR PROPOSALS EXCESS WORKERS' COMPENSATION INSURANCE

I. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from organizations (hereinafter referred to as "PROPOSER") qualified to perform professional excess workers' compensation insurance for the COUNTY's self-funded Workers' Compensation Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal in the excess workers' compensation insurance.

II. GENERAL BACKGROUND

COUNTY is seeking a new contract for its workers' compensation program. COUNTY is seeking to purchase excess workers' compensation coverage with a **\$350,000** per occurrence retention level with Statutory limits.

COUNTY's designated representative during the RFP process shall be COUNTY's Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY's fiscal year is from January 1, 2011 to December 31, 2011.

III. CONTRACT TERM

- a) **Initial Term:** Effective date is from **January 1, 2011 to January 1, 2012;**
- b) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one year renewal/extensions are to be provided to Hidalgo County for consideration by no later than, **October 1, 2011** for the first renewal/extension and no later than **October 1, 2012** for the second renewal/extension.

IV. SCOPE OF SERVICES

- **EXCESS WORKERS' COMPENSATION SPECIFICATIONS ARE AS FOLLOW:**
 - A. PROPOSER will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. PROPOSER will prepare and submit IRS 1099 data in a magnetic tape format no later than January 15th of each year to COUNTY.
 - B. All costs and expenses with the preparation and submission of proposal shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
 - C. This RFP provides the County's most recent Five (5) years of Summary Loss Information.
 - D. A Payroll History Exhibit is also included in the RFP.

V. PROPOSALS

The PROPOSER's completed Proposal pages of this RFP are the main source of evaluation for the Proposal. All PROPOSERS are encouraged to include any other information that they feel will enhance their opportunities to be awarded a Contract.

VI. PREPARATION OF PROPOSAL

- A. PROPOSER is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to respond completely may result in disqualification.
- B. Failure to respond to all portions of this RFP may result in the PROPOSER's response being deemed non-responsive. If COUNTY deems a Proposal non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign proposals, however, an agent if accompanied by written evidence of authority may sign them.
- C. All Proposals should include the PROPOSER's federal tax identification number.

VII. SELECTION PROCESS

COUNTY will conduct a comprehensive evaluation of all Proposals received in response to this RFP. COUNTY will establish a Selection Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's County Council.

- A. Economic evaluation of the Proposed Fee Schedule **(20 Points)**
- B. Responsiveness to the Request for Proposal **(20 Points)**
 - 1. Requested information included and thoroughness of response.
 - 2. Understanding and acceptance of the scope of services.
 - 3. Acceptance of the RFP and Contract requirements.
 - 4. Clarity and conciseness of the response.
- C. PROPOSER's capability to provide the services requested and information contained in Attachment "A" **(60 Points)**
 - 1. Background of PROPOSER and support personnel, including professional qualifications.
 - 2. Relevant experience of the PROPOSER.
 - 3. Specific experience with public entity clients.
 - 4. Other resources, including the total number of employees, number and location of offices.
 - 5. References and experience in the Texas public sector.

COUNTY may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COUNTY.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to COUNTY, as determined by the evaluation factors listed herein and by the recommendation of the Selection Committee with approval of the County Commissioners Court.

VIII. TERMS AND CONDITIONS

Submission of Proposals: One (1) original and ten typed and bound copies of the Proposal shall be enclosed in a sealed envelope with the notation "Excess Workers' Compensation Insurance" clearly marked on the envelope. **All Proposals are due in the Purchasing at Hidalgo County no later than 9:30 AM CST on Wednesday, October 27, 2010. Any Proposal received at the location below after that time shall not be considered.**

Please mail or deliver your Proposal to:

Physical Address

**Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department (New Adm. Bldg.)
2812 S. Hwy. 281
Edinburg, TX 78539
(956) 318-2626**

All provisions in PROPOSER's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if a Proposal is selected, throughout the entire term of the Contract.

All Proposals become property of COUNTY upon receipt and will not be returned. Proposals submitted will clearly identify trade secrets or information deemed confidential by the PROPOSER by typing the word **"CONFIDENTIAL"** in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSERS are hereby notified that any Proposals submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

Independent Contractor - It is expressly understood and agreed that PROPOSER and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the PROPOSER. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

IX. INSURANCE & INDEMNITY PROVISIONS

- A. Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish an original completed certificate(s) of insurance to the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- D. CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.
 - Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insureds with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.
 - The CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.
 - Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.
- E. CONTRACTOR shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

Hidalgo County Department of Budget & Management
Attention: Flora Vazquez
2802 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

- F. CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and its elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the COUNTY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- G. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- H. CONTRACTOR shall promptly advise the COUNTY, in writing of any claim or demand against the COUNTY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

X. SCHEDULE OF EVENTS

RFP Mailouts
Proposals Due

Wednesday, October 06, 2010
Wednesday, October 27, 2010-9:30 a.m.

Contract Award
Start Date

Possible Award On: Tuesday, November 09, 2010
January 1, 2012

XI. RESERVATION OF RIGHTS

COUNTY reserves the right to:

- Reject any and all Proposals received.
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written Proposal as an offer
- Waive informalities and irregularities
- Accept one or more Proposals

This RFP does not commit COUNTY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m.
Res-ponses will be sent to all respondents via facsimile by Friday, October 15, 2010. TELEPHONE INQUIRIES
WILL NOT BE ACCEPTED.

All questions must be transmitted via facsimile to:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-292-7612

HIDALGO COUNTY, TEXAS

EXCESS WORKERS' COMPENSATION INSURANCE

Primary Program Options -

Limits:

WC: Statutory
EL: \$1,000,000/ \$1,000,000/ \$1,000,000

SIR Options:

WC & EL: a) \$350,000 Per Occurrence

Policies-- All To Be Determined
Options/Coverages:

Payment Terms:

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted ☐ Declined ☐

Requested Coverages, Limits, and Deductibles

Workers Compensation: Statutory

Employers Liability:

\$1,000,000 Bodily injury by accident, each accident (\$100,000 min.)

\$1,000,000 Bodily injury by disease, each employee (\$100,000 min.)

\$1,000,000 Bodily injury by disease, policy limit (\$500,000 min.)

Requested Coverage Provisions

Requested Effective Date: January 1, 2011 to January 1, 2012

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows: HIDALGO COUNTY

Accepted ☐ Declined ☐

Other States Coverage: Please provide other states coverage for all states and U.S. territories and possessions, except the monopolistic state fund states.

Accepted ☐ Declined ☐

Please include the following endorsements:

Voluntary Compensation (WC 00 03 11A): Please include this endorsement providing coverage for state workers compensation benefits for employees not otherwise entitled to workers compensation benefits under that state's law, provided that the injured employee releases the employer and the insurer from all other responsibility for the injury. Voluntary coverage should apply to ALL EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION OR OCCUPATIONAL DISEASE LAW OF ANY STATE, EMPLOYEES INJURED WHILE TEMPORARILY WORKING OUTSIDE OF THE UNITED STATES AND CANADA, VOLUNTEERS, AGRICULTURAL EMPLOYEES, DOMESTIC EMPLOYEES, OTHERS in all states where legally permissible. Benefits payable should be those established in the workers compensation law of THE STATE OF HIRE, THE STATE WHERE INJURY OCCURS, THE STATE OF.

Accepted ☐ Declined ☐

Waiver of Our Right To Recover from Others Endorsement (WC 00 03 13):

Please endorse the policy to provide *blanket* waivers of subrogation when required by written contract or agreement.

Accepted ☐ Declined ☐

Ninety-Day Notice of Cancellation, Nonrenewal, or Material Change in Renewal.

Please add the manuscript cancellation notice endorsement included with this submission.

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 Department Of Budget & Management or any executive officer.

Accepted ☐ Declined ☐

Broad Named Insured Endorsement

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 ☐

Loss Control Services: Please describe the loss control services that will be provided.

Quoted Premium

Total Premium: \$_____

Premium Computation Information: Please detail the premium computation, including scheduled credits used:

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.

Owned Aircraft: There are _____ owned aircraft, with a total of _____ passenger seats.

Volunteer Workers: There are approximately _____ volunteer workers performing DESCRIBE TYPES OF WORK.

Workers Compensation Codes and Projected Payrolls: Refer to enclosed "Workers Compensation Schedule."

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

DRAFT

EXHIBIT B

SELECTION/EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**EXCESS WORKERS' COMPENSATION
INSURANCE**

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY'S COMMISSIONERS' COURT.

1. **Economic Evaluation of the Proposed Fee Schedule** **20 Points**
2. **Responsiveness to the Request For Proposal** **20 Points**
 - a. Requested information included and thoroughness of response.
 - b. Understanding and acceptance of the scope of services.
 - c. Acceptance of the RFP and Contract requirements.
 - d. Clarity and conciseness of the response.
3. **Proposer's capability to provide the services requested** **60 Points**
 - a. Background of Proposer and Support Personnel, including professional qualifications.
 - b. Relevant experience of the Proposer.
 - c. Specific experience with public entity clients.
 - d. Other resources, including the total number of employees, number and location of offices.
 - e. References and experience in the Texas Public Sector.

County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the County.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

RFP SELECTION/EVALUATION FORM

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Economic Evaluation of the Proposed Fee Schedule	20 Points	_____
2. Responsiveness to the Request For Proposal		
a. Requested information included and thoroughness of response.		
b. Understanding and acceptance of the scope of services.		
c. Acceptance of the RFP and Contract requirements.		
d. Clarity and conciseness of the response. Responsiveness to the Request For Proposal		
	20 Points	_____
3. Proposer's capability to provide the services requested and information contained in Attachment "A".		
a. Background of Proposer and Support Personnel, including professional qualifications.		
b. Relevant experience of the Proposer.		
c. Specific experience with public entity clients.		
d. Other resources, including the total number of employees, number and location of offices.		
e. References and experience in the Texas Public Sector.		
	60 Points	_____
Total	100 Points	Score

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

DRAFT

RFP NO: 2010-267-10-27-otm

BUYER: OLGA T. MONTERO

Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY

“EXCESS WORKERS’ COMPENSATION INSURANCE”

October 27, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-267-10-27-otm

1. Sealed proposals will be received for **Hidalgo County – “Excess Workers’ Compensation Insurance”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-267-10-27-otm- Hidalgo County – “Excess Workers’ Compensation Insurance”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, October 27, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-267-10-27-otm—HIDALGO COUNTY – “EXCESS WORKERS’ COMPENSATION INSURANCE”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS: (If applicable)**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County – Excess Workers’ Compensation Insurance”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. **Schedule of Events**

Projected Proposal Opening, 9:30 A.M., October 27, 2010
Project/Anticipated Award Date: _____, **2010**
Commence Work or Deliver Products _____, **2010**

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

~~• If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

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

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY–
“EXCESS WORKERS’ COMPENSATION INSURANCE”
RFP NO: 2010-267-10-27-otm

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

AI-23119

10.K.

**Pct 4-Invoices-J E Saenz & Assoc Inc-C-10-052-04-13 & C-10-072-03-23
CC CONSENT**

Date: 09/28/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Approval of request for payment submitted by J. E. Saenz & Associates, Inc., including but not limited to, the following projects for Pct. #4:

1. Inv. #ENG 1334-\$8,659.45-WA #1-contract #C-10-052-04-13/PO#639375-Trenton Road, Sandy Ridge & Sunflower Road Project;

2. Inv. #ENG1337-\$10,000.00-WA #1-contract #C-10-072-03-23/PO# 638514-Paved/Unpaved Construction Projects-Amigo Park Subdivision.

BACKGROUND

Inv# ENG1334 - J E Saenz & Assoc Inc - C-10-052-04-13 w/Memo request by Pct 4.
Inv# ENG1337 - J E Saenz & Assoc Inc - C-10-072-03-23 w/Memo request by Pct 4.

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Item 1:	
PO#639375 available balance as of 9-24-10 \$9,416.86.	

FISCAL YEAR: 2010	ACCT. #: 0-1200-431-00-124-007-0-711
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	
Item#2:	
PO#638514 available balance as of 9-24-10 \$13,500.00.	

Attachments

Link: [Inv#ENG1334-JES-Pct 4](#)
Link: [Inv#ENG1337-JES-Pct 4](#)

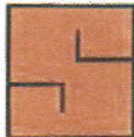
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/22/2010 03:52 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 04:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/24/2010 09:19 AM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 04:06 PM	APRV

Form Started By: Letty Saenz

Started On: 09/22/2010 10:38 AM

Final Approval Date: 09/24/2010



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1334

September 1, 2010

TO:

Hidalgo Pct #4
1102 N. Doolittle Road
Edinburg, Texas 78541

ATTN:

Oscar Garza, Commissioner

PROJECT:

Hidalgo County Paved/Unpaved Road Projects
ENG 10.009 Trenton Road, Sandy Ridge, Sunflower

INVOICE No 1 FOR SERVICES RELATED TO TRENTON ROAD (WEST OF DILLON ROAD RO PAVEMENT) SANDY RIDGE SUBDIVISION (UNNAMED ROAD BETWEEN 1ST STREET AND DOOLITTLE ROAD) AND SUNFLOWER ROAD (BETWEEN 17.5 AND FM 1925).

<u>DESCRIPTION</u>	<u>BUDGET</u>	<u>% COMPLETE</u>	<u>AMOUNT</u>
Trenton Road	\$31,589.24	100	\$31,589.24
Sandy Ridge	\$ 7,574.02	90	\$ 6,816.61
Sunflower	<u>\$54,996.15</u>	<u>100</u>	<u>\$54,996.15</u>
TOTAL BUDGET:	\$94,159.41	99	\$93,402.00

TOTAL EARNED: \$93,402.00
PREVIOUSLY INVOICED: \$84,742.55
TOTAL DUE: \$ 8,659.45

TOTAL AMOUNT DUE:

\$ 8,659.45

H:\Administration\Invoices\ENGINEERING\2010\10.009 PAVED UNPAVED ROAD PROJECTS-4\ September.wpd

SEP 21 2010

INVOICE RECEIVED BY:

9-21-10

GOODS SERVICES RECEIVED BY:

9-21-10

0 -1200431-00-124-007-0- 731

Pct. #

Pur. Req. #

P.O. #

416

132726

639375

Oscar Garza

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



Purchase Order COUNTY OF HIDALGO

PO#: 639375

DATE: 04/28/10

Page No 1 Of 2

VENDOR: 188999 REQ:00172726
FAX (956)383-3736 Email:
Phone:(956)383-2984
J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG TX 78540

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Vendor Acct:

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

Special Instructions:

PCT. REQ. #0416

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		CONTRACT #C-10-052-04-13, WORK AUTHORIZATION #1 APPROVED CC OF 4/13/2010 AGENDA ITEM AI-20651		
1	EACH	WORK AUTHORIZATION #1 UNDER CONTRACT #C-10-052-04-13 FOR J.E. SAENZ & ASSOCIATES INC. APPROVED 4/13/2010 UNDER AGENDA ITEM AI-20651 FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR TRENTON ROAD.	31,589.24	31,589.24
			28,430.81	
1	EACH	****GASB ROAD INFORMATION**** (1) TRENTON ROAD, GASB RD., ID.# 1905, 2,612.62 L.F. WORK AUTHORIZATION #1 UNDER CONTRACT #C-10-052-04-13 FOR J.E. SAENZ & ASSOCIATES INC. APPROVED 4/13/2010 UNDER AGENDA ITEM AI-20651 FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR SANDY RIDGE ESTATES.	7,574.02	7,574.02
			6,816.61	
1	EACH	****GASB ROAD INFORMATION**** (2) CR 3093, GASB RD., ID.# 2512, 414.792559061 L.F. WORK AUTHORIZATION #1 UNDER CONTRACT #C-10-052-04-13 FOR J.E. SAENZ & ASSOCIATES INC. APPROVED 4/13/2010 UNDER AGENDA ITEM AI-20651 FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR SUNFLOWER ROAD.	54,996.15	54,996.15
			49,495.63	
		****GASB ROAD INFORMATION**** (3) SUNFLOWER ROAD, GASB RD., ID.# 2375, 5,280.00 L.F.		

Authorized by:

Marcos L. Salazar



County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: SEPTEMBER 22, 2010
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1334: CONTRACT #C-10-052-04-13

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING
INVOICE #ENG1334 IN THE AMOUNT OF \$8659.45 FOR J.E. SAENZ &
ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT
FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #639375,
ACCOUNT: 0-1200-431-00-124-007-0-731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR
OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST III

CC: COUNTY FILES
ATTACHMENTS: Inv. # ENG1334

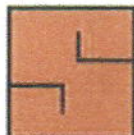
Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, September 22, 2010 10:15 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Inv for CC ENG1334 J.E. Saenz
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Morning

Please place the attached invoice on the next CC.

Thanks Munoz



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1337
P.O. 638514

September 17, 2010

TO:

Hidalgo County Precinct # 4
1102 N. Doolittle Road
Edinburg, Texas 78541

Oscar Garza
Pct. # 417
Pur. Req. # 172731
P.O. # 638514

ATTN:

Oscar Garza, Commissioner

JES PROJECT:

Amigo Park Subdivision
Right-of-Way Acquisition/Engineering Services
ENG 10.005 Amigo Park Subdivision

COUNTY :

Work Authorization #1
Account No. 0-1204-431-00-124-007-0-711/731
Agreement No. C-10-072-03-23

INVOICE RECEIVED BY:
GOOD SERVICES RECEIVED BY:
on 9-21-10
on 9-21-10

FINAL INVOICE FOR SERVICES RELATED TO RIGHT-OF-WAY ACQUISITION, ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES AND ADDITIONAL ROW UTILITY EASEMENTS.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
*ROW Acquisition	\$39,000.00	91	\$35,500.00
Engineering Services	\$27,112.25	100	\$27,112.25
	\$66,112.25	94	\$62,612.25
ADDITIONAL SERVICES			
ROW Acquisition	\$10,000.00	100	\$10,000.00
Engineering Services	\$ 8,085.00	100	\$ 8,085.00
	\$18,085.00	100	\$18,085.00
TOTAL BUDGET:	\$84,197.25	95	\$80,697.25

TOTAL EARNED: \$80,697.25
PREVIOUSLY INVOICED: \$70,697.25
TOTAL DUE: \$10,000.00

* Contract was for 78 parcels but only 71 parcels were generated at this point it is 100% complete.

TOTAL AMOUNT DUE: \$ 10,000.00

H:\Administration\Invoices\ENGINEERING\2010\10.005 AMIGO PARK SEWERLINE\June 21 2010 revised7 15 2010 wpd

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

1-800-495-2984

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



Purchase Order
COUNTY OF HIDALGO

PO#: 638514

DATE: 04/13/10

Page No 1 Of 1

VENDOR: 168999 REQ:00172731
FAX (956)383-3736 Email:
Phone: (956)383-2984
J.E. SAENZ & ASSOCIATES, INC.,
P.O. BOX 3293
EDINBURG TX 78540

BUYER:
SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Vendor Acct:

Special Instructions:

PCT. REQ. #0416

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SEPARATELY. 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 ORDER, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER CONTRACT #C-10-072-03-23, WORK AUTHORIZATION #1, APPROVED CC OF 3/30/2010 UNDER AGENDA ITEM AI-20538 WORK AUTHORIZATION #1 UNDER CONTRACT #C-10-072-03-23 FOR J.E. SAENZ & ASSOCIATES INC. APPROVED 3/30/2010 UNDER AGENDA ITEM AI-20538 FOR PROFESSIONAL ENGINEERING SERVICES FOR PRELIMINARY DESIGN AND CONSTRUCTION PHASE SERVICES FOR AMIGO PARK SUBDIVISION, EAST OF NORTH I ROAD. ****GASB ROAD INFORMATION**** (1) ROJAS ST., GASB RD., ID.# 2542, 1,205.95280728 L.F. (2) THOMPSON RD., GASB RD., ID.# 1901, 1,216.6935344 L.F. REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 Total ***** For Hidalgo County use only 0-120@-431-00-124-007-0-711 39,000.00 0-120@-431-00-124-007-0-731 27,112.25 Approved 70,112.25	66,112.25	66,112.25
			+ 10,000.00 + 8,085.00	84,197.25

FILE COPY

Authorized by:

Martín L. Salazar me



County of Hidalgo Pct. 4

Commissioner Oscar L. Saez Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: SEPTEMBER 21, 2010
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. ENG1337: CONTRACT #C-10-072-03-23

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #ENG1337 IN THE AMOUNT OF \$10,000.00 FOR J.E. SAENZ & ASSOCIATES, INC. BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS INVOICE WILL BE FROM PURCHASE ORDER #638514, ACCOUNT: 0-1200-431-00-124-007-0-711

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv. # ENG1319

Leticia Saenz

From: Rinaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, September 21, 2010 12:51 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: J.E. Seanz Inv to be placed on CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg

Attached is the invoice to be placed on the next Commissioners' Court.

Thanks Munoz