AI-23376 **6.C.**

Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Consultation with attorneys regarding pending litigation in C-3123-03-I; Hidalgo County v. Landmark Organization, L.P., et.al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 03:29 PM	APRV
2	Auditor's Office	Linda Fong	10/07/2010 01:51 PM	APRV
3	Purchasing Department	Marty Salazar	10/07/2010 02:30 PM	APRV
Form Started By: Monica Badillo			Started On: 10/06/2010 03:25 PM	
Final Approval Date: 10/07/2010				

AI-23399 **6.D.**

Claim of Perla Vela

CC REGULAR

Date:	10/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Perla Vela

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/07/2010 02:02 PM	APRV
2	Auditor's Office	Linda Fong	10/08/2010 08:09 AM	APRV
3	Purchasing Department		10/08/2010 03:56 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/07/2010 01:47 PM	
Final Approval Date: 10/08/2010				

AI-23377 **7.C.**

Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Consideration and possible action regarding partial resolution in C-3123-03-I; Hidalgo County v. Landmark Organization, L.P., et.al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 03:29 PM	APRV
2	Auditor's Office	Linda Fong	10/07/2010 01:51 PM	APRV
3	Purchasing Department	Marty Salazar	10/07/2010 02:30 PM	APRV
Form Started By: Monica Badillo			Started On: 10/06/2010 03:26 PM	
Final Approval Date: 10/07/2010				

AI-23400 **7.D.**

Claim of Perla Vela

CC REGULAR

Date:	10/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Perla Vela

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/07/2010 02:02 PM	APRV
2	Auditor's Office	Linda Fong	10/08/2010 08:09 AM	APRV
3	Purchasing Department		10/08/2010 03:56 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/07/2010 01:48 PM	
Final Approval Date: 10/08/2010				

AI-23318 **10.B.**

Approval of 2011 Proposed Holidays
CC REGULAR

Date: 10/12/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION
Approval of 2011 Proposed Holidays

BACKGROUND
proposing same number as last year (15 days)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: proposed

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/05/2010 09:43 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/08/2010 11:12 AM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 01:32 PM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW

Form Started By: Monica Badillo — Started On: 10/04/2010 02:11 PM

Final Approval Date: 10/08/2010

County Executive Office

2818 S. Bus. Hwy. 281 ● Edinburg, Texas 78539 ● Phone: (956) 292-7025 ● Fax: (956) 292-7034 ● www.co.hidalgo.tx.us/budget

PROPOSED
HIDALGO COUNTY
2011 HOLIDAYS

New Year's Day	**December 31, 2010** **January 3, 2011 (Friday/Monday)**
Martin Luther King Day	**January 17, 2011 (Monday)**
Presidents' Day	**February 21, 2011 (Monday)**
Good Friday	**April 22, 2011 (Friday)**
Easter	**April 25, 2011 (Monday)**
Memorial Day	**May 30, 2011 (Monday)**
Independence Day	**July 04, 2011 (Monday)**
Labor Day	**September 05, 2011 (Monday)**
Columbus Day	**October 10, 2011 (Monday)**
Veterans' Day	**November 11, 2011 (Friday)**
Thanksgiving Day	**November 24-25, 2011 (Thursday/Friday)**
Christmas Day	**December 23 & 26, 2011** **(Friday/Monday)**
Total Holidays	**15 days**

Approved by Commissioners' Court on _____

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

AI-23320 **10.C.**

Request close of CHOET Retirement Plan

CC REGULAR

Date:	10/12/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office **Sub-category:** Executive Officer

Information

CAPTION

Discussion of the county's options and approval for the Hidalgo County Executive Officer to fill out and sign all forms related to the discontinuation of services from American United Life (a One-America Financial Partner) to discontinue the "County of Hidalgo Office of Employment & Training" retirement plan.

BACKGROUND

As per the IRS the tax implications for the county are avoidable, as related to the closure of the “County of Hidalgo Office of Employment & Training” retirement plan, if one of the following options is utilized:

Option1 Turn assets over to the Pension Benefit Guaranty Corporation (PBGC)

Option 2 Turn assets over to the Texas Unclaimed Property Fund

Option 3 Open up an IRA for the funds to roll into

The closure of the plan should cause the county to have “zero assets attributable to the county” to avoid any tax implications or responsibilities.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Negligible tax consequences if the options as discussed on the background are utilized.

Possible cost savings from discontinuation of American United Life (AUL) services.

Attachments

Link: Closing Documents

Link: CHOET Rertirement Plan (#G92082) participant list

Link: E-mail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	10/06/2010 10:59 AM	APRV
2	Budget & Management	Sylvia Solis	10/06/2010 01:17 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/07/2010 11:16 AM	APRV
4	Auditor's Office	Linda Fong	10/07/2010 02:00 PM	APRV
5	Purchasing Department	Marty Salazar	10/07/2010 02:29 PM	APRV

Form Started By: Dale Kennan Started On: 10/04/2010 02:40 PM

Final Approval Date: 10/07/2010

COUNTY OF HIDALGO OFFICE OF EMPLOYMENT &
PLAN # G92082

Participant Number / Payout Amt	Participant Name	Fund ID	Market Value	Fee Amount	Cash Value	MVA
[redacted]	CANTU, FERNANDO	E14	$47.86	$0.00	$47.86	$0.00
$47.86		E84	$33.48	$0.00	$33.48	$0.00
$33.48		M54	$37.10	$0.00	$37.10	$0.00
$37.10		N14	$6.11	$0.00	$6.11	$0.00
$6.11		X14	$37.34	$0.00	$37.34	$0.00
$37.34						
TOTAL: $161.89			$161.89	$0.00	$161.89	$0.00
[redacted]	BARNES, JOANNA L	E34	$211.29	$0.00	$211.29	$0.00
$211.29		E84	$414.63	$0.00	$414.63	$0.00
$414.63		R14	$260.75	$0.00	$260.75	$0.00
$260.75		V14	$177.16	$0.00	$177.16	$0.00
$177.16		X14	$271.33	$0.00	$271.33	$0.00
$271.33						
TOTAL: $1,335.16			$1,335.16	$0.00	$1,335.16	$0.00
[redacted]	MARMOLEJO, GUADALUPE Z	A24	$547.59	$0.00	$547.59	$0.00
$547.59		A44	$1,155.27	$0.00	$1,155.27	$0.00
$1,155.27		E24	$277.21	$0.00	$277.21	$0.00
$277.21		I24	$5,960.67	$0.00	$5,960.67	$0.00
$5,960.67						
TOTAL: $7,940.74			$7,940.74	$0.00	$7,940.74	$0.00
[redacted]	MARIN, IMELDA	I24	$133.88	$0.00	$133.88	$0.00
$133.88						
TOTAL: $133.88			$133.88	$0.00	$133.88	$0.00
[redacted]	ARRIAGA, BLANCA	A44	$142.02	$0.00	$142.02	$0.00
$142.02		I24	$13,216.20	$0.00	$13,216.20	$0.00
$13,216.20						
TOTAL: $13,358.22			$13,358.22	$0.00	$13,358.22	$0.00
[redacted]	RODRIGUEZ, ELIZABETH	E44	$229.98	$0.00	$229.98	$0.00
$229.98		I24	$659.18	$0.00	$659.18	$0.00
$659.18		X14	$407.28	$0.00	$407.28	$0.00
$407.28						
TOTAL: $1,296.44			$1,296.44	$0.00	$1,296.44	$0.00
999999999	FORFEITURE ACCOUNT	I24	$9.89	$0.00	$9.89	$0.00
$9.89						
TOTAL: $9.89			$9.89	$0.00	$9.89	$0.00

MARCH 29, 2010

Estimated Cash Value Report As of 03/29/2010 (AQ)

COUNTY OF HIDALGO OFFICE OF EMPLOYMENT &
PLAN # G92082

Fund ID / Payout Amt	Fund Name	Market Value	Fee Amount	Cash Value	MVA

From: Dale Kennan [mailto:dale.kennan@co.hidalgo.tx.us]
Sent: Thursday, September 23, 2010 3:42 PM
To: Valde Guerra; Sergio Cruz
Cc: Josephine Ramirez
Subject: Closure of the County of Hidalgo Office of Employment & Training retirement plan

To All,

In trying to close the "County of Hidalgo Office of Employment & Training" retirement plan, we have been able to contact and retain "Separation from Service Distribution Request Forms" from 4 out of the 6 participants. These forms have been forwarded to Traci over at AUL

The remaining 2 participants have been a bit more difficult to track down. The funding due to the remaining 2 has caused the question of tax implications for the county to arise. After wading through the murky depths of the IRS tax forms it became clear that a more definitive source was needed. Subsequently a call was placed to get the info right from the source. As per the IRS the tax implications for the county are avoidable, as related to the closure of the "County of Hidalgo Office of Employment & Training" retirement plan, if one of the following options is utilized:

Option1	Turn assets over to the Pension Benefit Guaranty Corporation (PBGC)
Option 2	Turn assets over to the Texas Unclaimed Property Fund
Option 3	Open up an IRA for the funds to roll into

Basically the closure of the plan should cause to the county to have "zero assets attributable to the county" to avoid any tax implications or responsibilities in connection with the undistributed funds.

Dale Kennan
Strategic Planning Analyst III
Hidalgo County Administration Building
Department of Budget & Management
2818 S. Business Hwy. 281
Edinburg, TX 78539
Ph#: (956) 292-7025 Ext. 5406

Please consider the environment before printing this email

AI-23343 **10.D.**

Chubb Group Insurance Company Settlement Check-Pct. 4

CC REGULAR

Date:	10/12/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept settlement check from Chubb Group Insurance Company in the amount of $10,800.00 for damages to heavy equipment. (Precinct 4)

BACKGROUND

DOL: 07/19/10

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

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 09:37 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/07/2010 11:19 AM	APRV
3	Auditor's Office	Linda Fong	10/07/2010 01:53 PM	APRV
4	Purchasing Department	Marty Salazar	10/07/2010 02:29 PM	APRV

Form Started By: Aida Alvarez Started On: 10/06/2010 09:01 AM

Final Approval Date: 10/07/2010

AI-23411 **10.E.**

Signature authority - Consent for IRS to release tax information

CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to authorize Executive Officer to sign IRS Form 6847 - Consent of Internal Revenue Service to Release Tax Information as it relates to request from Tristar regarding claims handling services

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/08/2010 11:01 AM	APRV
2	Olga Garza	Olga Garza	10/08/2010 11:13 AM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 01:50 PM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW

Form Started By: Monica Badillo — Started On: 10/08/2010 10:00 AM

Final Approval Date: 10/08/2010

TRISTAR
RISK MANAGEMENT

September 29, 2010

Valde Guerra
Hidalgo County
100 East Cano
Edinburg , TX 78539

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON 10/5/10 BY:

Re: IRS Form 6847 – Consent for Internal Revenue Service to Release Tax Information

Dear Ms. Guerra:

Each year, TRISTAR prepares 1099 forms related to the claims handling services we provide to your Company. They are filed with the IRS, as well as each applicable state tax agency. A more efficient way of handling state reporting, is allowing the IRS to release information returns directly to the state. In order to do this, Form 6847 must be submitted to the IRS. As your forms 1099-MISC are submitted using your tax identification number, we are unable to fill out and sign the form.

Please find enclosed Form 6847 – Consent for Internal Revenue Service to Release Tax Information. Please have the appropriate person (see instructions located at the bottom of the form) fill out and sign the form and return it in the enclosed envelope by **October 31, 2010**. We will then forward to the IRS. Please feel free to contact Rose Anderson at 562-495-6600 ext. 1012 or me at ext. 1016 with any questions or concerns. Thank you in advance for your help in this matter.

Sincerely,

Kelly Battin
Controller
TRISTAR Risk Management

100 Oceangate, Suite 700 • Long Beach, CA 90802
(562) 495-6600 • (562) 432-8619 fax

Form **6847** (Rev. September 2008)	Department of the Treasury – **Internal Revenue Service** **Consent for Internal Revenue Service to Release Tax Information**

I authorize the IRS to release information returns (Forms 1099-DIV, INT, G, MISC, OID, PATR, R and 5498), filed electronically at the Enterprise Computing Center-Martinsburg (ECC-MTB) as part of the Combined Federal/State Filing Program, to the officers and employees of the State tax agencies charged with processing and handling this data in the course of their tax administration duties. Returns may be disclosed to the tax agency in the State shown on the file record. The State tax agency may use the information for any purpose permitted by State law.

This consent is effective from the date signed and until the date the IRS/ECC-MTB Information Reporting Program receives a written revocation from me. This form does not have to be sent every year. Send **Form 6847** to Internal Revenue Service, Enterprise Computing Center-Martinsburg, Information. Reporting Program, 230 Murall Drive, Kearneysville, WV 25430.

Business Name	Taxpayer Identification Number (TIN)
HIDALGO COUNTY	74-6000717
Street Address	**Transmitter Control Code (TCC)**
2818 S. Bus. Hwy. 281	
City	**State** / **ZIP Code**
Edinburg	Texas / 78539
Telephone	**E-mail**
(956) 292-7025	valde.guerra@co.hidalgo.tx.us
Signature (See instructions)	**Date**
	10/12/10
Signature of Attesting Officer (If a corporation)	**Date**

Instructions:

The type of business entity filing the returns determines the individual authorized to sign this consent. The following is a list of business entities and persons authorized to sign consent on behalf of the entity.

1. **Sole proprietorship**–owner.

2. **Partnership**–any person who is a partner during any part of the period covered by the returns.

3. **S corporation under Subchapter S or Chapter 1 of the Internal Revenue Code**–any shareholder during any part of the period covered by the returns.

4. **Corporation**–any principal officer (the consent must also be attested to by the secretary or other corporate officer).

Note: An attorney-in-fact for the filer may also sign consent, however, a written authorization from an appropriate person as described above must be attached.

AI-23412 **10.F.**

use of town square - 2011 Edbg Chamber

CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Letty Gonzalez, President
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request from Edinburg Chamber of Commerce to use the Edinburg Town Square Area (parking lot) for "Edinburg Market Days" Event to be held the second Saturday of every month beginning Saturday, January 8, 2011 through Saturday, December 10, 2011 (8:00a.m. to 2:00 p.m.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

Link: request

Link: insurance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/08/2010 11:01 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/08/2010 11:15 AM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 01:51 PM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW

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

Final Approval Date: 10/08/2010

CC
10/12/10?

EDINBURG
CHAMBER OF COMMERCE

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

September 20, 2010

Hidalgo County Judge Rene Ramirez
Hidalgo County Commissioners
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Honorable Judge Ramirez & County Commissioners:

The Edinburg Chamber of Commerce has produced many successful events throughout the years. This year, in August, we began utilizing the county square the second Saturday of the month for our "Edinburg Market Days". We began with only 30 vendors and by the second month we had doubled the participation and our attendance was overwhelming. The community responded positive and asked why it took us so long to produce this event. The downtown area is a great place to provide our community and surrounding cities an area where they can be assured that activities will be held for the entire family.

You have currently granted us permission to utilize the county square until December 2010. With your approval, we would like to utilize the county square every second Saturday of the month beginning Saturday, January 8, 2011 through Saturday, December 10, 2011 from 8:00 a.m. to 2:00 p.m. Many citizens in the Community will look forward to this monthly event

We thank you for all the cooperation and assistance with our past events and look forward to working with you on what we are calling "Edinburg Market Days".

Please feel free to call me if you should have any questions.

Sincerely,

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

Monica Badillo

From: Letty Gonzalez [chamber@edinburg.com]
Sent: Monday, September 20, 2010 3:43 PM
To: monica.badillo@co.hidalgo.tx.us
Subject: Liability Insurance

Monica,

You should have a copy of our liability insurance. It will expire in November 2010. When we receive the renewal, I will forward you a copy.

Thank you,

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

Follow Us On:



Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder **P.O. BOX 85, EDINBURG, TX. 78540**

Location of operations

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
90-KK-5536-8	Comprehensive Business Liability	**11-17-2009**	**11-17-2010**	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:	☒ Products - Completed Operations ☒ Contractual Liability ☒ Personal Injury ☒ Advertising Injury ☒ **Medical** ☐ ☐			Each Occurrence	$ **1,000,000.00**
				General Aggregate	$ **2,000,000.00**
				Product - Completed Operations Aggregate	$ **2,000,000.00**

Policy Number	EXCESS LIABILITY	Policy Period Effective Date	Policy Period Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella			Each Occurrence	$
	☐ Other			Aggregate	$

		Policy Period Effective Date	Policy Period Expiration Date		
				Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78539-4582

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar by Veronica Ortega
Signature of Authorized Representative

AGENT/ LSA-4 **04/06/10**
Title Date

SAM SALDIVAR
Agent Name

Telephone Number **383-4312**

Agent's Code Stamp
Agent Code S. SALDIVAR
AFO Code RIO GRANDE VALLEY

1001260

106398.10 08-25-2009

AI-23433 **10.G.**

Request for use of county facilities-(Delta Lake)

CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Pct. 1
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request by Latin Ivy Media Marketing for use of Delta Lake Park for Autumn Fest event to be held on Saturday, October 23, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/08/2010 03:25 PM	APRV
2	Auditor's Office		10/08/2010 03:56 PM	NEW

Form Started By: Monica Badillo — Started On: 10/08/2010 03:06 PM

Final Approval Date: 10/08/2010

AI-23430 **10.H.**

Request for use of courthouse grounds

CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request by Rosary and Altar Society of Holy Family Church for use of courthouse grounds (open forum site) for prayer rally to be held on Saturday, October 23, 2010 (8-11am)

BACKGROUND

Copy of insurance liability coverage will be provided on Monday.

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/08/2010 03:00 PM	APRV
2	Auditor's Office		10/08/2010 03:56 PM	NEW

Form Started By: Monica Badillo — Started On: 10/08/2010 02:47 PM

Final Approval Date: 10/08/2010

CC 10/12/10 ?

MARY VILLARREAL
2814 SO CESAR CHAVEZ
EDINBURG TX 78542

Ofc: 956-383-6789 Cell: 956-219-3132 Home: 956-383-5589

September 1, 2010

Ms. Monica Badillo

County of Hidalgo

2815 S Business 281

Edinburg TX 78539

Ref: Request for Use of Parking Lot

Dear Ms. Badillo:

The Rosary and Altar Society of Holy Family Church is requesting permission from the County of Hidalgo, Commissioners Court to hold a prayer rally on October 23, 2010 at 8:00 a.m.-11:00 a.m. (Sat.)

This would be a non-disruptive event that we participate each year and is held nationwide. Any chairs brought into the parking lot will be picked up and the location will be left as is.

Any other stipulations that you would like for us to follow, we will be glad to comply with. Let me know if there are any questions you may have regarding the event by calling me at the above-noted telephone numbers.

Sincerely,

ROSARY & ALTAR SOCIETY

Mary Villarreal, Secretary

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 9/14/10 BY:

AI-23422 **11.A.**

Approval of invoice - Safeguard Universal (safety promotional items)
CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Roy Quintanilha
Department:	EXECUTIVE OFFICE
Agenda Category:	Safety Division

Information

CAPTION

Discussion and action to approve payment of Invoice #18436 from Safeguard Universal Business Forms & Promotionals for safety promotional items as requested and purchased with Hidalgo County PO #644618 issued on August 20, 2010 in the amount of $ 1,152.00

BACKGROUND

Items were purchased as incentives to employees to promote safety in the work place.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-50-115-059-0-603

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

BUDGETARY IMPACT:

Funds available as of 10/08/10, refer to PO #644618.

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/08/2010 01:49 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/08/2010 02:53 PM	APRV
3	Auditor's Office		10/08/2010 03:56 PM	NEW

Form Started By: Monica Badillo — Started On: 10/08/2010 01:27 PM

Final Approval Date: 10/08/2010

Hidalgo County Commissioners' Court
Agenda Request Form

"Exhibit A"
No:

Date: 10/8/2010 Meeting Date Request: next available meeting
Deadline for Action: Contact Person: Roy Quintanilha

Department: Safety Division Phone: 318-2644 Fax: 318-2658

Dept. Head/Official Signature:

Caption:

Discussion and action to approve for payment Invoice# 18436 from Safeguard Universal Business Forms & Promotionals for safety promotional items as requested and bought with Hidalgo County Purchase Order # 644618 issued on August (8/20/10) for the amount of $1,152.00.

Budgetary Impact: $0.00

Background: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation)

Items were purchased as incentitives to employees to promote safety in the work place.

Please initial for approval:

County Judge_____ County Attorney_____ Budget_____Personnel_____Purchasing_____
Commissioner Pct. 1_____ Commissioner Pct. 2_____Commissioner Pct. 3_____Commissioner Pct. 4_____
Dept./Fund No:_____ Amt. Expended: $_____ Fnds/Staffing Budgeted: Yes_____No_____
Account Code:_____Impact on Future budget: Yes____No____

Comments:

Action taken by Commissioners' Court:
Approved_____Tabled_____Denied_____Motion made by_____Seconded_____Vote_____

Invoice

Safeguard Universal Business Forms & Promotionals

Printing Solutions for Your Business

1728 Santa Fe • Corpus Christi, Texas 78404
Phone (361) 884-8640 • Toll Free (800) 221-7419 • Fax (361) 884-8015 Fax

Date	Invoice #
9/10/2010	18436

Bill To	Ship To
HIDALGO COUNTY SAFETY OFFICE ATT: ACCOUNTS PAYABLE 100 E. CANO 1ST FLOOR EDINBURG, TX 78539	HIDALGO COUNTY SAFETY OFFICE ATT: ACCOUNTS PAYABLE 100 E. CANO 1ST FLOOR EDINBURG, TX 78539

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
644618	DUE UPON RECEIPT	DAA	9/10/2010	BEST WAY	PLANT	

Quantity	Item Code	Description	Price Each	Amount
200	AD SPECIALTY	16oz. TRAVEL MUG	2.21	442.00
200	AD SPECIALTY	BACKPACK	2.33	466.00
400	AD SPECIALTY	BADGE PULL	0.61	244.00

HIDALGO COUNTY
DBM SAFETY DIVISION
2010 SEP 21 PM 4:27

Invoice Received by: Rose Vela on 9/21/10
Goods Received by: Rose Pamas on 9/13/10
Account # 0.1100.419.50.115.059.0.603
P.O. # 644618

THANK YOU FOR YOUR BUSINESS

Total $1,152.00

SAFEGUARD UNIVERSAL BUSINESS FORMS
& PROMOTIONALS
1728 SANTA FE
CORPUS CHRISTI, TX 78404
(361) 884-8640
(361) 884-8015 (fax)

Packing Slip

Date	Invoice #
9/10/2010	18436

Ship To
HIDALGO COUNTY SAFETY OFFICE ATT: ACCOUNTS PAYABLE 100 E. CANO 1ST FLOOR EDINBURG, TX 78539

P.O. No.	Ship	Via	FOB	Project
644618	9/10/2010	BEST WAY	PLANT	

Quantity	Item Code	Description
200	AD SPECIALTY	16oz. TRAVEL MUG
200	AD SPECIALTY	BACKPACK
400	AD SPECIALTY	BADGE PULL

THANK YOU FOR YOUR BUSINESS

ADDRESS CORRECTION REQUEST

ID: BRWNGI
DATE: 09/09/2010 FROM:
TIME: 3:09:22 PM
RECEIVED: NONE

652923
CONTROL #:

CASE #: 0909529105
TRACKING ID: 054177230017748 EST
PPYY: 0910
DELIVERY DATE: 09/09/2010 CALLERS NAME: DEBBIE FERRETT
PICKUP DATE: 08/30/2010 PHONE NUMBER:

800-489-4722 ext.103 ALT PHONE NUMBER: 0 FAX
NUMBER: 0
ON PACKAGE: HIDALGO COUNTY SAFETY OFFICE
100 E CANO 1ST FLOOR

EDINBURG TX 78539
CONTACT NAME: HIDALGO COUNTY SAFETY
US CHANGE TO: HIDALGO COUNTY
PHONE NUMBER: 0 ext. 2610 S
SAFETY OFFICE
business 281

EDINBURG TX 78540 US
HOURS: TO:
CONSIGNED TO: HIDALGO COUNTY SAFETY PHONE NUMBER:
361-884-8640 ext. COMMENTS: *** PHONE LOG 09/09/2010 02:09:17 PM]
C652923 Location ID: DALRC *** PHONE LOG 09/09/2010 02:09:26 PM
c652923Location ID: DALRCPEH SHIPPER CALLING TO GIVE A NEW ADDDRESS PLS
UPDTAE AND DLV

HIDALGO COUNTY
DBM SAFETY DIVISION
2010 SEP 13 AM 8 31

Purchase Order

COUNTY OF HIDALGO

PO#: 644618

DATE: 08/20/10

Needed 08-24-10

VENDOR: 211109 REQ:00180677
FAX (361)884-8015 Email:
Phone:(800)221-7419
SAFEGUARD UNIVERSAL B.F. & P.
1728 SANTA FE
CORPUS CHRISTI TX 78404
Vendor Acct:

BUYER: RLUNA
SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE
Contract No: BUYBOARD 343-10

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BUYBOARD CONTRACT # 343-10		
200	EACH	CQYEI-BPXTJ 16 OZ TRAVEL MUG (SPECIAL) WITH COUNTY EMBLEM WITH "THINK SAFETY" BELOW EMBLEM TO BE INCLUDED	2.21	442.
200	EACH	RSXCK-FMNAJ BACKPACK WITH COUNTY SEAL WITH "THINK SAFETY" BELOW TO BE PRINTED	2.33	466.
400	EACH	MWSKI-FONKP BADGE PULL (SPECIAL) WITH COUNTY SEAL & "THINK SAFETY" PRINTED ON THEM	.61	244.
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,152.

****

For Hidalgo County use only

0-1100-419-50-115-059-0-603 1,152.00

Approved

Authorized by: Martha L. Salazar

Safeguard Universal Business Forms & Promotionals

Printing Solutions for Your Business

Corpus Christi (361) 884-8640 • Toll Free (800) 221-7419 • Fax (361) 884-8015

PROPOSAL

TO: Hidalgo County Safety Dept **FROM:** Anthony

Rosie Luna

Thanks for the giving us the opportunity to provide you with this quotation!

DATE	APPROX. MNFG TIME	FOB POINT	TERMS	VOID AFTER
8/6/10	2-3 wks	Location	NET 30 DAYS (With Open Account)	30 DAYS

QUANTITY	ITEM NUMBER	DESCRIPTION	RETAIL	ADD'L CHGS	BUYBOARD PRICE	EXTENDED PRICE
200	CQYEI-BPXTJ	16 oz Travel Mug (Special)	2.05	80.00	2.21	442.00
200	RSXCK-FMNAJ	Backpack 9/13/10	2.24	70.00	2.33	466.00
400	MWSKI-FONKP	Badge Pull (Special) 9/10/10	.59	35.00	.61	244.00
					Total	1152.00

COMMENTS: BuyBoard Contract# 343-10

Yes! Please place an order for the items and quantities circled above..

Signature _____ Title _____ Date: _____

ALL PRINTED ITEMS SUBJECT TO A 10% OVER/UNDER RUN (All over/under runs will be billed at the Unit Price)

AI-23431 **12.A.**

Appointment of Reserve Deputy Constables Pct 4

CC REGULAR

Date:	10/12/2010
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Discussion, consideration, and approval to appoint Frances Ann Aguilera and Peter Lyle Palmer as reserve deputy constable(s) by Constable J.E. "Eddie" Guerra, Constable precinct 4 in accodance with Texas Local Government Code 86.012

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** n/a

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

BUDGETARY IMPACT:

no budgetary impact/ no applicable expenses

Attachments

Link: lgc 86.012

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/08/2010 03:00 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/08/2010 03:15 PM	APRV
3	Auditor's Office		10/08/2010 03:56 PM	NEW
Form Started By: Joel Rivera			Started On: 10/08/2010 02:48 PM	
Final Approval Date: 10/08/2010				

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-23432 **13.A.**

Deletion of Positions

CC REGULAR

Date: 10/12/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to delete the following vacant full time positions effective 10/12/10.

Action	Slot. No.	Dept. Name/No	Current Position Title	Budgeted Salary
Delete	0006	Co. Judge's Office (110)	Administrative Assistant	$54,600.00
Delete	0027	Co. Judge's Office (110)	Economic Development Planner II	$58,800.00
			Total Salaries	$113,400.00

2. Approval of the revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0- 1100-413-00-110-006-0-XXX

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

BUDGETARY IMPACT:

No funding required for this request. Action will be cost savings.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/08/2010 03:23 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/08/2010 03:54 PM	APRV
3	Auditor's Office		10/08/2010 03:56 PM	NEW

Form Started By: Erika Reyna Started On: 10/08/2010 03:05 PM

Final Approval Date: 10/08/2010

AI-23403 **13.B.**

Proclamation

CC REGULAR

Date:	10/12/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of Proclamation in support of United Way of South Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

*Proclamation will be presented in court as per Judge's office.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/07/2010 04:35 PM	APRV
2	Roland Garcia	Rolando Garcia	10/08/2010 09:17 AM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 09:24 AM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW

Form Started By: Erika Reyna — Started On: 10/07/2010 03:57 PM

Final Approval Date: 10/08/2010

AI-23259 **13.C.**

Commuter Rail Feasibility Study

CC REGULAR

Date:	10/12/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Commuter Rail District Board Members regarding Hidalgo County Commuter Rail Feasibility Study.

BACKGROUND

Presentation to update Commissioners' Court on the Commuter Rail Feasibility Study. Study being funded with Department of Energy grant funds awarded to Hidalgo County.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact for this item. Presentation only.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 04:28 PM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2010 02:51 PM	APRV
3	Auditor's Office	Linda Fong	10/07/2010 01:53 PM	APRV
4	Purchasing Department	Marty Salazar	10/07/2010 02:09 PM	APRV

Form Started By: Erika Reyna — Started On: 09/29/2010 03:49 PM

Final Approval Date: 10/07/2010

AI-23338 **14.A.**

2010 COPS Hiring Program Award

CC REGULAR

Date:	10/12/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Lupe Trevino
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and Approval to accept the 2010 COPS Hiring Program Award from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for the amount of $2,099,084.00.

BACKGROUND

Grant will fund salary and fringe benefits for thirteen (13) officers each for a three (3) year period.

Hidalgo County will be required to retain the positions for at least one full local budget cycle beyond the local budget year in which the federal funding concluded.

2010 COPS Hiring Program Grant # 2010ULWX0024
ORI#: TX10800

DOJ will mail County a CHP grant award package in the near future.
The award package will include the official Award Document, a Financial Clearance Memorandum (FCM), a Final Funding Memorandum (FFM), and a document which outlines how to accept and begin your award.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Under the 2010 COPS Hiring Program, no local match is required. The COPS Office is funding 100 percent of the allowable items approved in your Financial Clearance Memorandum. (Any costs higher than entry-level must be paid by your agency with local funds)(Pg 28 of the 2010 COPS Hiring Program Grant Owner's Manual).

Hidalgo County will be required to retain the positions for at least one full local budget cycle beyond the local budget year in which the federal funding concluded.

Grantees must retain all sworn officer positions awarded under the CHP grant for a

minimum of 12 months following the 36-month federal funding period.

Attachments

Link: COPS13.notice

Link: email

Link: email about award

Link: background

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	10/06/2010 08:20 AM	APRV
2	Budget & Management	Sylvia Solis	10/06/2010 08:35 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/08/2010 01:33 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	10/08/2010 03:54 PM	APRV
5	Auditor's Office		10/08/2010 03:56 PM	NEW
Form Started By: Emilia Uriegas			Started On: 10/05/2010 03:48 PM	
Final Approval Date: 10/08/2010				

COPS

Office of Community Oriented Policing Services
U.S. Department of Justice

Home >> Grants & Funding >> COPS Hiring Program

COPS HIRING PROGRAM (CHP)

FY 2010 CHP Awards Announced

- 2010 COPS Hiring Program Award List
- 2010 COPS Hiring Program Award Selection Methodology
- 2010 COPS Hiring Program Applicant Rankings
- 2010 COPS Hiring Program Announcement by State
- COPS Hiring Program Fact Sheet

A competitive grant program that provides funding directly to state, local and tribal law enforcement agencies nationwide to hire and/or rehire full-time sworn officers to increase their community policing capacity and crime prevention efforts. CHP grants provide 100 percent funding for approved entry-level salaries and fringe benefits for three years (36 months) for newly-hired, full-time sworn officer positions, or for rehired officers who have been laid off or are scheduled to be laid off on a future date as a result of local budget cuts. Up to $298 million was appropriated for CHP in fiscal year 2010.

COPS HIRING PROGRAM (CHP) AWARD PACKAGE MATERIALS

2010 COPS Hiring Program Grant Owner's Manual

Accepting Your Award

Grant Payment Request System (GPRS)

SF-425 Fact Sheet

SF-425 FAQs

SF-425 Helpful Hints

Federal Civil Rights

Change of Information

Publication Request

2010 COPS HIRING PROGRAM ANNOUNCEMENT MAP

State	Name	Number of Officers	Estimated Award
	Groton, City of	1	$152,210
	Hand County Sheriff's Department	1	$168,838
	Minnehaha County Sheriff's Department	1	$219,149
	Pierre, City of	1	$153,832
	Whitewood Police Department	1	$151,975
	Winner, City of	1	$128,215
Tennessee			
	Chattanooga, City of	23	$4,015,156
	Clarksville, City of	12	$1,877,436
	Covington Police Department	2	$361,384
	Lebanon Police Department	4	$878,696
	Lenoir, City of	1	$207,074
	McMinnville Police Department	2	$320,322
	Morristown Police Department	4	$658,700
	Savannah, City of	1	$115,528
Texas			
	Bryan Police Department	4	$813,392
	Center Police Department	1	$160,130
	Dayton Police Department	1	$139,602
	Dickinson, City of	2	$283,552
	Ferris, City of	1	$137,848
	Grand Prairie Police Department	11	$2,331,021
	Greenville Police Department	2	$434,668
	Hidalgo County	13	$2,099,084
	Houston Police Department	50	$9,843,750
	Killeen, City of	10	$1,806,230
	Kingsville Police Department	1	$150,152
	La Feria Police Department	1	$94,562
	Lacy Lakeview, City of	1	$133,842
	Laredo, City of	22	$4,369,266

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Friday, October 08, 2010 9:08 AM
To: 'Manuel Chapa'
Subject: FW: 2010 COPS Hiring Program

Manuel:

FYI

Emilia

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Thursday, April 22, 2010 2:20 PM
To: AMartinez@hidalgoso.org; rodolfo.espinoza@hidalgoso.org
Cc: Becky Luna - Director of Accounting ; sergio.cruz@co.hidalgo.tx.us; 'Emilia Uriegas'; 'dina trevino'
Subject: FW: 2010 COPS Hiring Program

Chief Martinez / Captain Espinoza:

Mr. Eufracio received this email regarding the COPS Hiring grant application previously submitted by the Sheriff's Dept. ; I'm not sure if Sheriff Trevino has received a similar one since I don't see his name on the recipient's list.

I'm forwarding it to you in case you have not received a copy of this email.

Mike E.

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Thursday, April 22, 2010 2:13 PM
To: 'Mike Escaname'
Cc: 'Arcy Duran'; Becky Morales; 'Linda Fong'
Subject: FW: 2010 COPS Hiring Program

From: CHP2010 [mailto:CHP2010@usdoj.gov]
Sent: Tuesday, April 13, 2010 4:35 PM
To: Ray.eufracio@auditor.co.hidalgo.tx.us
Subject: 2010 COPS Hiring Program

April 13, 2010

RE: COPS Hiring Program (CHP)

Agency Name: Hidalgo County Sheriff's Department
ORI Number: TX10800

Dear County Auditor Eufracio:

I am pleased to announce that the Office of Community Oriented Policing Services (COPS Office) was recently authorized to open the 2010 COPS Hiring Program (CHP) and will award $298 million to address the full-time sworn officer needs of state, local and tribal law enforcement agencies nationwide and to increase their capacity to engage in community policing. In 2010, COPS will select CHP grantees from the existing pool of approximately 6,000 2009 COPS Hiring Recovery Program (CHRP) applications. The COPS Office will not accept new applications for the 2010 COPS Hiring Program, and expects to make fewer than 500 awards with the limited amount of funding available.

Your agency submitted an application last year under CHRP, but did not receive funding. Your application was placed in a pending status and carried forward into FY 2010 in anticipation of additional hiring funds being made available. The COPS Office will now consider your existing application for funding under CHP in 2010. Programmatically, CHP funding is similar to CHRP in that it will cover officer entry-level salary and benefits for three years, has no local matching requirement, and requires that the positions awarded be retained for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. CHP also allows your agency to use awarded funds to hire new officer positions, or to rehire officers who have already been laid off, or are scheduled to be laid off on a future date, as a result of state, local, or tribal budget reductions.

In early June, your agency will be invited to provide and submit targeted updates to your application so that your request can be evaluated based on current data. Detailed instructions on updating and submitting your application will be provided at that time. Please be aware that you *must* provide and submit updated information for your application or it will be eliminated from consideration for 2010 CHP funding. Your agency will have two weeks to submit the updated information.

In the interim, to help prepare your agency for the June application process, the COPS Office encourages you to do the following:

- Verify that your Central Contractor Registration (CCR) has not or will not expire on or before September 30, 2010.[1]
- Gather information necessary to update any budgetary items that may have changed since your application was submitted last year, such as current and projected entry-level officer salary and benefits.
- Prepare to update several categories of data that your agency provided in the application section devoted to the need for federal assistance, including UCR

[1] To determine the status of your CCR registration, please visit www.ccr.gov.

reported crime, agency and jurisdictional operating budget, layoff and furlough information, and community foreclosures, unemployment and poverty rates.

- Prepare to describe your agency's current and planned community policing efforts and how they build community partnerships, complement other community initiatives, and lead to organizational transformation.

If you have any questions about your application, please contact the COPS Office Response Center at 800-421-6770, or by e-mail at CHP2010@usdoj.gov. Also, please be aware that neither this email nor any future updates you may provide for your pending application in any way indicate that your agency has been or will be awarded CHP funding. We look forward to working with your agency during the CHP application process.

Sincerely,



Bernard K. Melekian
Director

From: Emilia Uriegas [mailto:emilia.uriegas@hidalgoso.org]
Sent: Friday, October 08, 2010 11:40 AM
To: 'Manuel Chapa'
Subject: FW: COPS Hiring Program Award Notification

Manuel:

FYI

Emilia

From: Anacleto Martinez [mailto:anacleto.martinez@hidalgoso.org]
Sent: Thursday, September 30, 2010 3:17 PM
To: Emilia.Uriegas@hidalgoso.org
Subject: FW: COPS Hiring Program Award Notification

FYI

Anacleto "Sonny" Martinez, Chief Deputy
Hidalgo County Sheriff's Office
111 El Cibolo Rd
(Office) 956-393-6004
(Fax) 956-393-6179
Email: anacleto.martinez@hidalgoso.org

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 30, 2010 1:06 PM
To: Becky Morales
Cc: 'Angelica Tapia'; 'Linda Fong'; 'Arcy Duran (Arcy Duran)'; 'Raul Silguero'; 'Rene Ramirez'; Sheriff.trevino@hidalgoso.org; Lupe Trevino
Subject: FW: COPS Hiring Program Award Notification

From: CHP2010 [mailto:CHP2010@usdoj.gov]
Sent: Thursday, September 30, 2010 11:36 AM
To: Ray.eufracio@auditor.co.hidalgo.tx.us
Subject: COPS Hiring Program Award Notification

U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Avenue, N.W.
Washington, DC 20530

September 30, 2010

County Auditor Ray Eufracio

Hidalgo County

Re: 2010 COPS Hiring Program Grant # 2010ULWX0024
ORI#: TX10800

Dear County Auditor Eufracio:

Congratulations! On behalf of Attorney General Eric Holder, I am pleased to inform you that your department will receive a 2010 COPS Hiring Program (CHP) grant award for 13 officer position(s). The *estimated* amount of federal funds to be awarded to your jurisdiction over the three-year grant period is $2099084.00. Your agency may now begin hiring or rehiring officers to fill CHP grant-funded positions.

Your agency will be mailed a CHP grant award package in the near future. The award package will include the official Award Document, a Financial Clearance Memorandum (FCM), a Final Funding Memorandum (FFM), and a document which outlines how to accept and begin your award. The Final Funding Memorandum included in the award package will list the specific hiring category(ies) awarded under your CHP grant. Your agency will have 90 days from the date listed on the letter within your award package to officially accept your award, or request additional time to do so. Also, a supplemental online award package for 2010 CHP grantees can be found at http://www.cops.usdoj.gov/Default.asp?Item=2367. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the CHP Grant Owner's Manual, which specifies the terms, conditions, and requirements of your grant. A Frequently Asked Questions (FAQ) document to assist with many questions you may have about your new CHP award can also be found at this website.

Please be aware that each CHP application was subject to a thorough review, and your agency may have been contacted to provide updated information from the original version submitted to COPS. Therefore, we strongly encourage you to access your application at https://www.cops.usdoj.gov, and print and maintain a final copy for your records. If you are unable to print a copy of your application, please contact the COPS Office at 800.421.6770. Please pay special attention to Section 14 in your final application, which contains the allowable salary and fringe benefit amounts and categories for which your agency was approved. Your agency may be reimbursed only from within the cost categories that are documented within Section 14 of this final application. Similar information regarding your approved salary and benefits amounts will also be located on the FCM and FFM, which will be included in your award package.

As a reminder, all positions awarded under CHP (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing plan as described within Section 6 of your application. If for any reason your agency finds that your community policing plans have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing plans), please revise the plan accordingly and submit it to the COPS Office for review and approval. Similarly, you should also contact the COPS Office if, for any reason, you need to reallocate your awarded positions across the three primary hiring categories (i.e., new hires, rehires of officers laid off pre-application, and rehires of officers laid off or scheduled to be laid off post-application).

As part of the 2010 COPS Hiring Program, your agency will be required to submit quarterly Federal Financial Reports (SF-425) as well as quarterly program progress reports. CHP grantees should be prepared to track and report CHP funding separately from other funding sources (including other COPS and federal grants) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls

in place to monitor the use of CHP funding and ensure that its use is consistent with the grant terms and conditions.

Also, please remember that grantees must retain all sworn officer positions awarded under the CHP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your CHP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

Once again, congratulations on your CHP award. We look forward to working with you in a productive partnership to further your community policing efforts. If you have any questions about your grant award, please do not hesitate to call the COPS Office Response Center at 800.421.6770.

Sincerely,



Bernard K. Melekian
Director

Background and Award Methodology

The COPS Hiring Program (CHP) is funded through the Consolidated Appropriations Act, 2010, P.L.111-117, and provides $298 million directly to law enforcement agencies to hire and/or rehire career law enforcement officers.

CHP grants cover 100 percent of the approved entry-level salary and benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer over three years (36 months). Grant recipients are required to retain the COPS-funded positions, at local expense, for 12 months following the federal funding period. CHP grant funding is based on an agency's current entry-level salary and benefits for full-time sworn officers. There is no local match required by grant recipients.

CHP funding may be used to:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in agencies' budgets.
- Rehire officers who have already been laid off (at the time of the application) as a result of state, local, or tribal budget cuts.
- Rehire officers who are (at the time of the application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts.

Grantees will be required to continue funding the positions with local funding until the date(s) of the scheduled lay-offs. An applicant may not reduce its budget for sworn officers just to take advantage of CHP funding. To avoid violating the terms of the grant, any local budget cut must be unrelated to the receipt of CHP grant funds. The hiring or rehiring of officers under CHP must be in addition to, and not in lieu of, officers who otherwise would have been hired or rehired with local funds.

There was extremely high demand for COPS hiring grants during fiscal year 2009, and the COPS Office retained 6,147 of FY 2009's unfunded applications in pending status. For this year's CHP program, COPS invited the agencies with pending applications to update their application data. At the end of the application update period, 4,423 law enforcement agencies requesting more than $2.2 billion to fund the hiring of more than 10,000 officers updated their data and were considered for funding.

Selection Methodology

The COPS Office employed a very similar methodology as in fiscal year 2009 and determined that fiscal health factors would account for 50% of the total score and reported crime and planned community policing activities would also account for 50% of the final score. In this manner, the COPS Office evenly valued the importance of fiscal distress against reported crime and community policing strategies.

Each individual question was assigned a value based on the overall weight given to each category (fiscal health, reported crime and community policing) based on a 100 point scale. Specifically, the questions pertaining to fiscal health were constructed to sum to equal 50 points, and the reported crime and community policing indicators to sum to 50 points.

In asking a variety of fiscal health questions, the COPS Office focused on getting as complete a view as possible of the fiscal distress being experienced by applicants through objective and verifiable indicators that all agencies, from rural communities to large cities, could accurately report.

Due to the high demand and limited funding available, only 379 CHP requests were ultimately funded, which is only about 8% of the total number of agencies who chose to submit applications for consideration under CHP (4,423).

Because of the requirement to award ½ of CHP funds to agencies with populations greater than 150,000 and ½ to populations less than 150,000 (in this case, $1,490,000), all eligible applicants were split into these two population groups. Applicants in each group were then ranked on each individual question compared to all other applicants in the group. This individual rank on each question was then multiplied by the assigned weight to that specific question and then summed to produce a final score.

Capping Methodology

All agencies were asked to update their application data and cap their requests at no more than 5% of their current actual sworn force strength, up to a maximum of 50 officers. COPS believes this cap ensures the maximum number of agencies is funded without reducing any particular agency's award to a level that it would no longer be a meaningful increase to their force strength. Under any circumstances, a fully-funded 5% increase in the workforce would have a significant impact on agency operations. In addition, 50 officers is the equivalent of a 5% increase in an agency of 1,000 sworn, and very few applicants (or agencies nationwide, for that matter) actually have a sworn force strength of more than 1,000 officers.

The COPS Office concluded that these restrictions were a better alternative to simply giving the first-ranked applicants all the officers they requested, regardless of the size of their requests. Without these caps, a very small number of agencies would have consumed all the available funding. With them, only a very small number of agencies will receive less than a 5 percent boost in their staffing levels.

Tribal Applicants

The U.S. Department of Justice Bureau of Justice Statistics paints a clear picture with data showing that crime rates are much higher for Native Americans compared to the national average. For example, according to the National Crime Victimization Survey (NCVS), among American Indians ages 25-34, the rate of

violent crime victimization is more than twice the rate for all persons in the same age category. And, according to the National Institute of Justice, tribes have between 55 and 75 percent of the resource base available to non-Indian communities. The Department of Justice is committed to lowering the rates of violence in Indian Country and determined that for its FY10 CHP program, the COPS Office would fund all remaining pending tribal applicants to work towards our goal of lowering crime rates in Indian Country. Therefore, all 22 tribal applicants that submitted updated data under the CHP program were funded, resulting in $3,727,076 for 23 officers.

OIG Audit Remedy

The Department of Justice's Office of the Inspector General (OIG) issued an "Audit Report on the Selection Process for the COPS Hiring Recovery Program" on May 14, 2010. The report recommended that COPS implement a remedy for agencies that were negatively affected by inaccurate formulas used in developing the scores and ranks of CHRP applicants. The COPS Office concurred with this recommendation and executed this remedy as part its 2010 CHP program.

In addition to a host of other information, applicants seeking funding from the 2009 CHRP program were asked to provide data for three years on the applicant's agency budget, jurisdictional budget, jurisdictional revenue, and jurisdictional general fund balance. These questions were scored using a formula for measuring the change over time that the OIG identified as inaccurate. After this issue was identified, the COPS Office proactively determined the limited scope of the inaccuracy, developed an appropriate improvement to the formula for future use, and identified the agencies negatively affected, all of which are discussed in detail in the audit report.

The COPS Office remedied the 40 agencies identified in the report using available funding, including FY10 CHP funding. Thirty-four of these agencies would have received CHRP funding, and six of these agencies would have received more CHRP funding (additional officer positions) than they were originally awarded, if the new formula had been used. Prior to enacting this remedy by awarding 2010 CHP funding, the COPS Office verified that these agencies still desired funding and complied with all other grant conditions. COPS also obtained updated budget data from each of these agencies, as it is necessary to have current and validated salary information in order to determine accurate award amounts.

Consequently, the dollar amounts listed in the audit report may be different from the actual awards to these agencies because their budget data has been updated. In addition, some of these agencies qualified for more officers under the 2010 CHP program, separate from any remedy. The OIG has agreed that this is a reasonable approach. It should be noted that the total dollar amount required to fund these officers was $15,184,036. However, $6,491,477 from previously withdrawn 2009 CHRP awards was used to offset these costs.

AI-23401 **16.A.**

CELL PHONE SERVICE

CC REGULAR

Date:	10/12/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Authorization to delete wireless service through the County's membership/participation with awarded vendor SPRINT for the following:

*SEE ATTACHED PDF

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact; request is to delete wireless services.

Attachments

Link: LIST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/07/2010 04:33 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/08/2010 11:17 AM	APRV
3	Ivan Cantu	Angela Garcia	10/08/2010 01:47 PM	APRV
4	Sylvia Solis	Sylvia Solis	10/08/2010 02:58 PM	APRV
5	Auditor's Office		10/08/2010 03:56 PM	NEW

Form Started By: Griselda Salazar Started On: 10/07/2010 02:38 PM

Final Approval Date: 10/08/2010

AccountName	EmpNum	EmployeeName	PcsNumber
CO AUDITOR-CELL PHONE	089087	LINDA CRISTAL FONG	9562258783
CO AUDITOR-CELL PHONE	138509	RAYMUNDO EUFRACIO	9562896192
DBM-BUDGET DIV-CELL PHONE	044024	MONICA BADILLO	9562079759
DISTRICT CLERKS	152692	LAURA LEE HINOJOSA	9562258268
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562071354
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562071528
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562071728
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562071973
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562072086
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562072590
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562072898
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562073684
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562074187
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562074316
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562075945
ELECTIONS DEPT-CELL PHONE		OFFICE USE	9562076359
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562079055
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562079219
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9562079791
ELECTIONS DEPT-CELL PHONE		TEMPORARY	9562258468
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564570511
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564570578
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564577557
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564578091
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564578156
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564578213
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564578275
ELECTIONS DEPT-CELL PHONE		ELECTIONS TEMP	9564578684
ELECTIONS DEPT-CELL PHONE		TEMPORARY	9567203131
ELECTIONS DEPT-CELL PHONE		TEMPORARY	9567206157
EXECUTIVE OFFICE-PUBLIC AFFAIRS	161195	KARINA CARDOZA	9562258891
EXECUTIVE OFFICE-PUBLIC AFFAIRS	154679	JOHN CARLOS TREVINO	9566487188
EXECUTIVE OFFICE-PUBLIC AFFAIRS	154776	CARI LYNN LAMBRECHT	9567205626
GEN GOVT BLDG-CELL PHONE	144584	SEFERINO GARZA	9562072797
GEN GOVT BLDG-CELL PHONE	175781	RICHARD MATHEW SUNDAY	9562258733
INFO TECH DEPT-CELL PHONE	114502	ESTANISLADO RAMOS	9562079883
INFO TECH DEPT-CELL PHONE		OFFICE USE	9562126150
INFO TECH DEPT-CELL PHONE		OFFICE USE	9562127280
INFO TECH DEPT-CELL PHONE		OFFICE USE	9562258043
INFO TECH DEPT-CELL PHONE		OFFICE USE	9562258051
INFO TECH DEPT-CELL PHONE	069191	MIGUEL ANGEL ROBLEDO	9562258096
JP PCT 2/PL2-WIRELESS DEVICE	051519	FRANCISCO ZAVALA	9564515284
JP PCT 4/PL 2-CELL PHONE	148687	ARTURO ALVARADO	9562258294
JP PCT 4/PL 2-CELL PHONE	158305	JOAQUIN VASQUEZ	9562258352
JP PCT 4/PL 2-CELL PHONE	034983	MARCELLA ADELA CHERRY	9562258941
JUSTICE CRT TECH	103098	CARLOS PEREZ	9562258627
JUSTICE CRT TECH	138908	RAUL A. SALINAS	9562258777
PCT.3 RD ADM-CELL PHONE	122335	NORMA R. PARRAS	9562258607

PCT.4 P/U RD-CELL PHONE		OFFICE USE	9564571425
PCT.4 P/U RD-CELL PHONE		OFFICE USE	9564579868
PUBLIC DEFENDERS	120227	JAIME EDUARDO GONZALEZ	9564576040
TRUANCY GRANT	174637	DAVID RODRIGUEZ	9566481255
TRUANCY GRANT		OFFICE USE	9566481351
TRUANCY GRANT	174602	JUAN MANCHA	9566481462
WIC ADM-CELL PHONE		WIC OFFICE USE	9564572437

AI-23388 **17.A.**

Performance Statement Amendment

CC REGULAR

Date:	10/12/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Diana R. Serna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of a Performance Statement Amendment to the Hidalgo County CDBG Disaster Recovery Entitlement Grant Program, Contract No. DRS010068 under the Texas Department of Rural Affairs.

BACKGROUND

The TDRA has requested the Performance Statement Amendment to identify the Trenton project in three (3) phases.

Fiscal Impact

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 04:49 PM	APRV
2	Perla Lopez	Perla Lopez	10/08/2010 02:30 PM	APRV
3	Auditor's Office		10/08/2010 03:56 PM	NEW
Form Started By: Estella Webber			Started On: 10/06/2010 04:41 PM	
Final Approval Date: 10/08/2010				

Precinct No. 4

Phase 1: Trenton Drain Drainage Improvements Project

Grantee shall purchase and install approximately five thousand four hundred ninety-one linear feet (5,491 L.F.) of Reinforced Concrete Pipe CL III Storm Drain Pipe of various sizes including thirty-six inch (36 in.), forty-two inch (42 in.), forty-eight inch (48 in.), fifty-four inch (54 in.), and sixty inch (60 in.); install eleven (11) junction boxes with manhole top structures; install two (2) type "C-C" inlets; install two (2) storm manholes; install three thousand nine hundred twenty square yards (3,920 sq. yds.) of 6" Concrete Rip-Rap at each end of drain ditches; restore ninety square yards (90 sq. yds.) of pavement; restore forty linear feet (40 L.F.) of curb and gutter; excavate eighty four thousand eight hundred eighty-seven cubic yards (84,887 cu. yds.) of drainage ditches; install one hundred twenty linear feet (120 L.F.) of thirty-six inch (36 in.) Steel Irrigation Pipe for ditch crossings; install two hundred twenty-four linear feet (224 L.F.) of thirty-six inch (36 in.) Irrigation Reinforced Concrete Pipe CL III RJ for ditch crossings; install one thousand four hundred sixty-five linear feet (1,465 L.F.) of fifteen inch (15 in.) Irrigation PVC Pipe for re-route of irrigation system; install ten (10) Irrigation Valves; install four (4) Irrigation Short-Wells; repair any miscellaneous pavement and backfill and related appurtenances. These proposed improvements will increase the capacity of the storm sewer system by acting as a source of outfall to convey storm waters from Phase 2 Trenton Area "Pocket" Drainage Projects. Project location is between Trenton Road and Alberta Road, and approximately 8,200 linear feet east of Alamo Road.

Phase 2: Trenton Area "Pocket" Drainage Projects

Grantee shall purchase and install approximately four thousand five hundred fifty linear feet (4,550 L.F.) of Reinforced Concrete Pipe CL III Storm Drain Pipe of various sizes including eighteen inch (18 in.), twenty-four inch (24 in.), thirty inch (30 in.), and thirty-six inch (36 in.); install eighteen (18) type "C-C" inlets; install ten (10) storm manholes; install one (1) thirty-six inch (36 in.) endwall; restore two hundred and six square yards (206 sq. yds.) of pavement; repair any miscellaneous pavement and backfill and related appurtenances. These proposed improvements will increase the capacity of the storm sewer system and reduce flooding by conveying storm waters to Phase 1 Trenton Drain Drainage Improvements Project. Construction shall take place at the following locations:

NORTH ALAMO TERRACE SUBDIVISION

STREET	FROM	TO
Beaumont Avenue	Alamo Road	Dallas Avenue
Austin Avenue	Alamo Road	Dallas Avenue
Dallas Avenue	Beaumont Avenue	Austin Avenue
Chicago Avenue	Beaumont Avenue	Austin Avenue

SAN MARCOS ACRES No. 3 SUBDIVISION

-	FROM	TO
-	San Marcos Avenue	Alamo Road

ALAMO ESTATES UNIT 1 & 2 SUBDIVISION

STREET	FROM	TO
Leigh Ann Drive	Alamo Road	Alanoz Avenue

HOPEWELL GARDENS SUBDIVISION

STREET	FROM	TO
-	Hudson Street	Alamo Road
Pioneer Street	Hudson Street	Anchor Street
Eclipse Street	Hudson Street	Anchor Street

DAN BURNS ESTATES AREA

STREET	FROM	TO
Leigh Ann Drive	Alamo Road	Alanoz Avenue

Phase 3: Drainage Improvements Projects – Various Locations

Grantee shall purchase and install approximately twenty eight thousand two hundred thirty-seven linear feet (28,237 L.F.) of Reinforced Concrete Pipe CL III Storm Drain Pipe of various sizes including eighteen inch (18 in.), twenty-four inch (24 in.), thirty inch (30 in.), thirty-six inch (36 in.), forty-two inch (42 in.), and forty-eight inch (48 in.); install one hundred and one (101) type "C-C" inlets; install thirty-five (35) storm manholes; install seven (7) endwalls of various sizes including twenty-four inch (24 in.), thirty inch (30 in.), thirty-six inch (36 in.), forty-two inch (42 in.), forty-eight inch (48 in.); restore five thousand nine hundred seventy-six square yards (5,976 sq. yds.) of pavement; re-excavate ten thousand two hundred fifty linear feet (10,250 L.F.) of existing drainage ditches; re-grade and/or re-excavate twelve thousand eight hundred linear feet (12,800 L.F.) of swales and roadside ditches; restore fifty-three (53) driveways; repair any miscellaneous pavement and backfill and related appurtenances. These proposed improvements will increase the capacity of the storm sewer system and reduce flooding by conveying storm waters to an outfall at each location. Construction shall take place at the following locations:

OWASSA ACRES SUBDIVISION

-	FROM	TO
-	Owassa Road	Roman Circle

OWASSA ROAD BETWEEN ALAMO ROAD AND CESAR CHAVEZ AREA

STREET	FROM	TO
All street in Owassa Estates	-	-
Avocado Park-King Street	Alamo Road	Prince Street
Queen Street	Alamo Road	Prince Street

LOS TINACOS SUBDIVISION

-	FROM	TO
-	Cenizo Street	Owassa Road
-	El Sauz Street	Owassa Road

TOWER HEIGHTS SUBDIVISION

STREET	FROM	TO
Grove Avenue	Mile 17 ½ Road	Orchard Avenue
-	Orchard Avenue	Tower Road

BANDERA ESTATES SUBDIVISION

-	FROM	TO
-	Bandera Lane	Tower Road
-	Grove Avenue	Orchard Avenue

FOUR QUEENS SUBDIVISION

-	FROM	TO
-	Queen Drive	Tower Road

HOEHN DRIVE SUBDIVISION

STREET	FROM	TO
Russett Street	Ebony Avenue	Hoehn Drive
Crimson Street	Ebony Avenue	Hoehn Drive
Indigo Street	Ebony Avenue	Hoehn Drive
Lavender Street	Ebony Avenue	Hoehn Drive
Ivory Street	Ebony Avenue	Hoehn Drive
Ebony Avenue	Ivory Street	Russett Street
Peach Street	Ivory Street	Monte Cristo Road
Lilac Street	Ivory Street	Russett Street

SOUTH SAN CARLOS SUBDIVISION

STREET	FROM	TO
Hendrix Circle	S.H. 107	Tex-Mex Road
S. 4th Avenue	S.H. 107	Tex-Mex Road
S. 5th Avenue	S.H. 107	Tex-Mex Road
Holmes Avenue	N. 3rd Street	S. 4th Avenue

RUTHVEN SUBDIVISION No. 2

STREET	FROM	TO
N. 3rd Street	Tex-Mex Road	S.H. 107

COLONIA TEJANA SUBDIVISION

STREET	FROM	TO
S. 6th Street	S.H. 107	Tex-Mex Road

S. 6th Street	S. 5th Street	Tex-Mex Road

PORSALDO SUBDIVISION

STREET	FROM	TO
Tex-Mex Road	S. 6th Street	Villarreal

ALAMO BRISAS SUBDIVISION

STREET	FROM	TO
Alamo Road	Rogers Road (Mile 18)	Mile 17 ½ Road
La Paz	Rogers Road (Mile 18)	Barcelona Street
Santiago Street	Rogers Road (Mile 18)	Barcelona Street
Barcelona Street	Alamo Road	Santiago Street

These activities shall benefit seventeen thousand seven hundred fifty-five (17,755) persons, of which twelve thousand four hundred ninety-five (12,495) or seventy percent (70%) are of low to moderate income.

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE I TRENTON DRAIN DRAINAGE IMP. PROJECT
Project #:
Location: BETWEEN ALBERTA RD & TRENTON RD, APPROX. 8,200 FT EAST OF ALAMO RD.
Date: 9/23/2010
Estimator: Raul E. Sesin, PE, CFM



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Item	Description	Qty.	Unit	Unit Cost	Total
1	11'x7' JUNCTION BOX WITH 4' DIAMETER MANHOLE TOP STRUCTURE (INCLUDING COVER)	4	EA	$7,500.00	$30,000.00
2	11'x7' JUNCTION BOX WITH 4' DIAMETER MANHOLE TOP STRUCTURE WITH GRATE	7	EA	$7,500.00	$52,500.00
3	TYPE "CC" GRATED INLET	2	EA	$3,500.00	$7,000.00
4	6' DIAMETER MANHOLE WITH GRATE	1	EA	$4,000.00	$4,000.00
5	7' DIAMETER MANHOLE WITH COVER	1	EA	$4,500.00	$4,500.00
6	36" RCP CL III RJ STORM DRAIN PIPE	542	LF	$65.00	$35,230.00
7	42" RCP CL III RJ STORM DRAIN PIPE	3,278	LF	$75.00	$245,850.00
8	48" RCP CL III RJ STORM DRAIN PIPE	1,127	LF	$90.00	$101,430.00
9	54" RCP CL III RJ STORM DRAIN PIPE	505	LF	$120.00	$60,600.00
10	60" RCP CL III RJ STORM DRAIN PIPE	39	LF	$150.00	$5,850.00
11	6" CONCRETE RIP-RAP FOR DITCH CELLS (1-5) (RIP-RAP (2) TO (11) IN PLANS) - 250 SY/RIP-RAP AT EACH END OF DRAIN DITCH	2500	SY	$36.00	$90,000.00
12	6" CONCRETE RIP-RAP FOR DRAIN DITCH CELL (3) (STATIONS 31+13 TO 32+13) AT DITCH TRANSITION	1220	SY	$36.00	$43,920.00
13	6" CONCRETE RIP-RAP FOR DITCH AT STATION 71+91.45	100	SY	$36.00	$3,600.00
14	6" CONCRETE RIP-RAP FOR DITCH AT OUTFALL	100	SY	$36.00	$3,600.00
15	IRRIGATION VALVE	10	EA	$500.00	$5,000.00
16	IRRIGATION SHORT WELL	4	EA	$1,000.00	$4,000.00
17	15" IRRIGATION PVC PIPE (INCLUDING CONNECTIONS TO EXISTING PIPE, WHERE REQUIRED, AS PER PLANS)	1,365	LF	$20.00	$27,300.00
18	15" IRRIGATION PVC PIPE AT ADJUSTMENT CROSSING (1)	60	LF	$20.00	$1,200.00
19	15" IRRIGATION PVC PIPE AT ADJUSTMENT CROSSING (2)	40	LF	$20.00	$800.00
20	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR AT TOWER ROAD	37	SY	$30.00	$1,110.00

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE I TRENTON DRAIN DRAINAGE IMP. PROJECT
Project #:
Location: BETWEEN ALBERTA RD & TRENTON RD, APPROX. 8,200 FT EAST OF ALAMO RD.
Date: 9/23/2010
Estimator: Raul E. Sesin, PE, CFM



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Item	Description	Qty.	Unit	Unit Cost	Total
21	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR AT HAVEN LANE	53	SY	$30.00	$1,590.00
22	CURB & GUTTER AT HAVEN LANE	40	LF	$15.00	$600.00
23	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00
24	TRENCH PROTECTION	5,491	LF	$2.00	$10,982.00
25	GRAVEL BEDDING & BACKFILL FOR STORM DRAIN PIPES AS PER PLAN DETAILS	5,491	LF	$15.00	$82,365.00
26	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$2,000.00	$2,000.00
27	6" BEDDING FOR ALL STORM STRUCTURES	35	CY	$30.00	$1,050.00
28	NEW DITCH EXCAVATION (STATION 28+62 TO 32+13) PART OF DRAIN DITCH CELL (3)	4,188	CY	$2.00	$8,376.00
29	NEW DITCH DIRT HAULING & STOCKPILE 300 FEET NORTH	3,056	CY	$2.00	$6,112.00
30	DITCH EXTENSION EXCAVATION (STATION 71+50 TO 72+00)	400	CY	$2.00	$800.00
31	REMOVING 36" IRRIGATION PIPE AT CROSSINGS	344	LF	$8.00	$2,752.00
32	36" STEEL IRRIGATION PIPE FOR DITCH CROSSING	120	LF	$150.00	$18,000.00
33	36" RCP CL III RJ IRRIGATION PIPE FOR DITCH CROSSING (INCLUDING CONNECTIONS TO EXISTING PIPE)	224	LF	$60.00	$13,440.00
34	NEW DITCH EXCAVATION	80,299	CY	$2.00	$160,598.00
				SUBTOTAL:	**$1,041,155.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$104,115.50**
				BASE BID TOTAL:	**$1,145,270.50**

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE II TRENTON AREA "POCKET" DRAINAGE PROJECTS
Project #:
Location: North Alamo Terrace Subd, San Marcos Acres No. 3 Subd
Alamo Estates Subd, Hopewell Gardens Subd, and
Dan Burns Estates Subd.
Date: 9/23/2010
Estimator: Raul E. Sesin, PE, CFM

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

BASE BID					
Item	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total**
1	18" RCP CL III RJ STORM DRAIN PIPE	570	LF	$30.00	$17,100.00
2	24" RCP CL III RJ STORM DRAIN PIPE	1,980	LF	$40.00	$79,200.00
3	30" RCP CL III RJ STORM DRAIN PIPE	700	LF	$50.00	$35,000.00
4	36" RCP CL III RJ STORM DRAIN PIPE	1,300	LF	$65.00	$84,500.00
5	TYPE "CC" GRATED INLET	18	EA	$3,000.00	$54,000.00
6	60" STORM MANHOLE	10	EA	$3,000.00	$30,000.00
7	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR AT INTERNAL SUBDIVISION ROAD	206	SY	$30.00	$6,180.00
8	36" ENDWALL	1	EA	$3,500.00	$3,500.00
9	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
10	TRENCH PROTECTION	4,550	LF	$1.50	$6,825.00
11	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$2,000.00	$2,000.00
12	UTILITY ADJUSTMENTS	1	LS	$5,000.00	$5,000.00
				SUBTOTAL:	**$326,305.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$32,630.50**
				BASE BID TOTAL:	**$358,935.50**

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE III DRAINAGE IMPROVEMENTS PROJECTS
Project #:
Location: VARIOUS LOCATIONS THROUGH OUT HIDALGO COUNTY PRECINCT No. 4

Date: 10/7/2010
Estimator: Raul E. Sesin, PE, CFM
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

OWASSA ACRES SUBDIVISION

Item	Description	Qty.	Unit	Unit Cost	Total
1	18" RCP CL III RJ STORM DRAIN PIPE	1,222	LF	$30.00	$36,660.00
2	24" RCP CL III RJ STORM DRAIN PIPE	660	LF	$40.00	$26,400.00
3	SWALE EXCAVATION	1,500	LF	$2.50	$3,750.00
4	TYPE "CC" GRATED INLET	5	EA	$3,000.00	$15,000.00
5	60" STORM MANHOLE	2	EA	$3,000.00	$6,000.00
6	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR AT INTERNAL SUBDIVISION ROAD	102	SY	$30.00	$3,060.00
7	24" ENDWALL	1	EA	$2,500.00	$2,500.00
8	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
9	TRENCH PROTECTION	1,882	LF	$1.50	$2,823.00
10	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$2,000.00	$2,000.00
11	UTILITY ADJUSTMENTS	1	LS	$5,000.00	$5,000.00
				SUBTOTAL:	**$106,193.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$10,619.30**
				TOTAL:	**$116,812.30**

OWASSA RD BETWEEN CESAR CHAVEZ AND ALAMO RD

Item	Description	Qty.	Unit	Unit Cost	Total
1	18" RCP CL III RJ STORM DRAIN PIPE	2,640	LF	$30.00	$79,200.00
2	24" RCP CL III RJ STORM DRAIN PIPE	2,640	LF	$40.00	$105,600.00
3	36" RCP CL III RJ STORM DRAIN PIPE	1,320	LF	$65.00	$85,800.00
4	SWALE EXCAVATION/ ROADSIDE GRADING	3,000	LF	$2.50	$7,500.00
5	TYPE "CC" GRATED INLET	20	EA	$3,000.00	$60,000.00
6	60" STORM MANHOLE	10	EA	$3,000.00	$30,000.00
7	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR	1500	SY	$30.00	$45,000.00
8	30" ENDWALL	1	EA	$3,000.00	$3,000.00
9	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE III DRAINAGE IMPROVEMENTS PROJECTS
Project #:
Location: VARIOUS LOCATIONS THROUGH OUT HIDALGO COUNTY PRECINCT No. 4

Date: 10/7/2010
Estimator: Raul E. Sesin, PE, CFM
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

10	TRENCH PROTECTION	6,600	LF	$1.50	$9,900.00
11	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$2,000.00	$2,000.00
12	UTILITY ADJUSTMENTS	1	LS	$5,000.00	$5,000.00
				SUBTOTAL:	**$436,000.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$43,600.00**
				TOTAL:	**$479,600.00**

LOS TINACOS SUBDIVISION

Item	Description	Qty.	Unit	Unit Cost	Total
1	18" RCP CL III RJ STORM DRAIN PIPE	600	LF	$30.00	$18,000.00
2	24" RCP CL III RJ STORM DRAIN PIPE	1,200	LF	$40.00	$48,000.00
3	TYPE "CC" GRATED INLET	8	EA	$3,000.00	$24,000.00
4	SWALE EXCAVATION/ ROADSIDE GRADING	1,200	LF	$2.50	$3,000.00
5	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR	150	SY	$30.00	$4,500.00
6	TRAFFIC CONTROL	1	LS	$3,000.00	$3,000.00
7	TRENCH PROTECTION	1,800	LF	$1.50	$2,700.00
8	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$2,000.00	$2,000.00
9	UTILITY ADJUSTMENTS	1	LS	$5,000.00	$5,000.00
				SUBTOTAL:	**$110,200.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$11,020.00**
				TOTAL:	**$121,220.00**

TOWER HEIGHTS, BANDERA ESTATES AND FOUR QUEENS SUBDIVISIONS

Item	Description	Qty.	Unit	Unit Cost	Total
1	18" RCP CL III RJ STORM DRAIN PIPE	1,720	LF	$30.00	$51,600.00
2	24" RCP CL III RJ STORM DRAIN PIPE	940	LF	$40.00	$37,600.00
3	30" RCP CL III RJ STORM DRAIN PIPE	570	LF	$55.00	$31,350.00
4	36" RCP CL III RJ STORM DRAIN PIPE	385	LF	$65.00	$25,025.00
5	42" RCP CL III RJ STORM DRAIN PIPE	490	LF	$75.00	$36,750.00
6	48" RCP CL III RJ STORM DRAIN PIPE	930	LF	$90.00	$83,700.00

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE III DRAINAGE IMPROVEMENTS PROJECTS
Project #:
Location: VARIOUS LOCATIONS THROUGH OUT HIDALGO COUNTY PRECINCT No. 4

Date: 10/7/2010
Estimator: Raul E. Sesin, PE, CFM
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

7	TYPE "CC" GRATED INLET	19	EA	$3,000.00	$57,000.00
8	60" STORM MANHOLE	4	EA	$3,000.00	$12,000.00
9	48" ENDWALL	1	EA	$5,000.00	$5,000.00
10	DRIVEWAY RESTORATION	20	EA	$1,200.00	$24,000.00
11	SWALE EXCAVATION/ ROADSIDE GRADING	5,400	LF	$2.50	$13,500.00
12	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR	400	SY	$30.00	$12,000.00
13	TRAFFIC CONTROL	1	LS	$5,000.00	$5,000.00
14	TRENCH PROTECTION	5,035	LF	$1.50	$7,552.50
15	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$3,500.00	$3,500.00
16	UTILITY ADJUSTMENTS	1	LS	$5,000.00	$5,000.00
				SUBTOTAL:	**$410,577.50**
				CONTINGENCY & MATERIAL TESTING (10%):	**$41,057.75**
				TOTAL:	**$451,635.25**

HOEHN DRIVE SUBDIVISION

Item	Description	Qty.	Unit	Unit Cost	Total
1	18" RCP CL III RJ STORM DRAIN PIPE	150	LF	$30.00	$4,500.00
2	42" RCP CL III RJ STORM DRAIN PIPE	2,930	LF	$75.00	$219,750.00
3	48" RCP CL III RJ STORM DRAIN PIPE	100	LF	$90.00	$9,000.00
4	42" ENDWALL	1	EA	$4,000.00	$4,000.00
5	48" ENDWALL	2	EA	$5,000.00	$10,000.00
6	TYPE "CC" GRATED INLET	6	EA	$3,000.00	$18,000.00
7	60" STORM MANHOLE	6	EA	$3,000.00	$18,000.00
8	DOWN DRAIN AT MONMACK ROAD	2	EA	$2,000.00	$4,000.00
9	DRIVEWAY RESTORATION	6	EA	$1,200.00	$7,200.00
10	DRAIN DITCH RE-EXCAVATION	7,750	LF	$20.00	$155,000.00
11	SWALE EXCAVATION/ ROADSIDE GRADING	3,200	LF	$2.50	$8,000.00
12	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR	3399	SY	$30.00	$101,970.00

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE III DRAINAGE IMPROVEMENTS PROJECTS
Project #:
Location: VARIOUS LOCATIONS THROUGH OUT HIDALGO COUNTY PRECINCT No. 4

Date: 10/7/2010
Estimator: Raul E. Sesin, PE, CFM
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

13	TRAFFIC CONTROL	1	LS	$7,500.00	$7,500.00
14	TRENCH PROTECTION	3,180	LF	$1.50	$4,770.00
15	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$3,500.00	$3,500.00
16	UTILITY ADJUSTMENTS	1	LS	$10,000.00	$10,000.00
				SUBTOTAL:	**$585,190.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$58,519.00**
				TOTAL:	**$643,709.00**

SOUTH SAN CARLOS, RUTHVEN No. 2, COLONIA TEJANA AND PORSALDO SUBDIVISIONS

Item	Description	Qty.	Unit	Unit Cost	Total
1	18" RCP CL III RJ STORM DRAIN PIPE	2,500	LF	$30.00	$75,000.00
2	24" RCP CL III RJ STORM DRAIN PIPE	1,000	LF	$40.00	$40,000.00
3	30" RCP CL III RJ STORM DRAIN PIPE	500	LF	$50.00	$25,000.00
4	30" ENDWALL	1	EA	$3,000.00	$3,000.00
5	TYPE "CC" GRATED INLET	20	EA	$3,000.00	$60,000.00
6	60" STORM MANHOLE	8	EA	$3,000.00	$24,000.00
7	DRIVEWAY RESTORATION	1	EA	$1,200.00	$1,200.00
8	DRAIN DITCH RE-EXCAVATION	2,500	LF	$20.00	$50,000.00
9	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR	150	SY	$30.00	$4,500.00
10	TRAFFIC CONTROL	1	LS	$3,500.00	$3,500.00
11	TRENCH PROTECTION	4,000	LF	$1.50	$6,000.00
12	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$3,500.00	$3,500.00
13	UTILITY ADJUSTMENTS	1	LS	$5,000.00	$5,000.00
				SUBTOTAL:	**$300,700.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$30,070.00**
				TOTAL:	**$330,770.00**

ALAMO BRISAS SUBDIVISION

Item	Description	Qty.	Unit	Unit Cost	Total
1	18" RCP CL III RJ STORM DRAIN PIPE	2,385	LF	$30.00	$71,550.00
2	24" RCP CL III RJ STORM DRAIN PIPE	1,086	LF	$40.00	$43,440.00

COMMISSIONER OSCAR L. GARZA, Jr.
Hidalgo County Precinct No. 4
Project: PHASE III DRAINAGE IMPROVEMENTS PROJECTS
Project #:
Location: VARIOUS LOCATIONS THROUGH OUT HIDALGO COUNTY PRECINCT No. 4

Date: 10/7/2010
Estimator: Raul E. Sesin, PE, CFM
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

3	30" RCP CL III RJ STORM DRAIN PIPE	467	LF	$50.00	$23,350.00
4	36" RCP CL III RJ STORM DRAIN PIPE	1,802	LF	$65.00	$117,130.00
5	36" ENDWALL	1	EA	$3,500.00	$3,500.00
6	TYPE "CC" GRATED INLET	21	EA	$3,000.00	$63,000.00
7	60" STORM MANHOLE	5	EA	$3,000.00	$15,000.00
8	DRIVEWAY RESTORATION	26	EA	$1,200.00	$31,200.00
9	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR	275	SY	$30.00	$8,250.00
10	TRAFFIC CONTROL	1	LS	$3,500.00	$3,500.00
11	TRENCH PROTECTION	5,740	LF	$1.50	$8,610.00
12	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	$3,500.00	$3,500.00
13	UTILITY ADJUSTMENTS	1	LS	$5,000.00	$5,000.00
				SUBTOTAL:	**$397,030.00**
				CONTINGENCY & MATERIAL TESTING (10%):	**$39,703.00**
				TOTAL:	**$436,733.00**

GRAND TOTAL FOR ALL PHASE III LOCATIONS: $2,580,479.55

AI-23375 **18.A.**

Temporary branch polling places - STC & UTPA for November Gen. Election CC REGULAR

Date:	10/12/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Elections Administration

Information

CAPTION

Discussion, consideration and action on approval of temporary branch polling places for early voting for November 2, 2010
General Election to be held at:
STC - Oct. 18-22, 2010 (7:00 am - 7:00 pm)
UT-Pan Am - Oct. 25-29, 2010 (7:00 am - 7:00 pm)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 03:33 PM	APRV
2	Roland Garcia	Rolando Garcia	10/08/2010 02:37 PM	APRV
3	Auditor's Office		10/08/2010 03:56 PM	NEW
Form Started By: Monica Badillo			Started On: 10/06/2010 03:10 PM	
Final Approval Date: 10/08/2010				

AI-23362 **19.A.**

Appointment of Community Representative

CC REGULAR

Date:	10/12/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Appointment of One (1) Community Representative by Each Member of the Comissioners' Court, to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2010

BACKGROUND

45 CFR Chapter, XIII, 1304.50(b)(1)-(b)(7)

Fiscal Impact

Attachments

Link: Community Representative

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 03:28 PM	APRV
2	Roland Garcia	Rolando Garcia	10/08/2010 09:49 AM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 09:52 AM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW

Form Started By: Linda Galaviz — Started On: 10/06/2010 01:59 PM

Final Approval Date: 10/08/2010

APPOINTMENT OF COMMUNITY REPS

Hidalgo County Head Start Program
Memorandum

To: Commissioners' Court Members

From: Teresa Flores, Executive Director

Subject: Community Representatives Appointments

Date: September 8, 2010

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Bylaws, The Hidalgo County Commissioner's Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Policy Council annually for limited terms of "***no more than three years" (Bylaws, Article 5, Section).***

The current members of the Policy Council Serving as Community Representatives are:

Grantee Board Members	Community Representatives	Years of Service
Judge Rene Ramirez	Eric Rodriguez	3
A.C. Cuellar, Jr., Precinct 1	Luis Solis	2
Hector "Tito" Palacios, Precinct 2	Janie Solis	2
Joe Flores, Precinct 3	Joe Aguilar	1
Oscar Garza, Jr., Precinct 4	Roel Pena	2

Your nomination for the 2010-2011 service year must be placed on the Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source:

Article V Sections, Section 1 B. ***Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents.***

Article V, Section 6. ***"The terms of office for all Policy Council members shall be one (1) year, Mid October to Mid October, or until the new Policy Council member is formally installed, as per Article V, Section 3. Policy Council members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."***

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-23316 **20.A.**

WIC - Approval of Contract with DSHS for FY 2011

CC REGULAR

Date:	10/12/2010
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

Approval of contract between Department of State Health Services (DSHS) and Hidalgo County for the provision of WIC Services from October 1, 2010 to September 30,2011 in the amount of $11,485,337.00.

BACKGROUND

State Contract forwarded to Budget Office.

Fiscal Impact

FISCAL YEAR: 2010/2011 **ACCT. #:** fund 1292

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

BUDGETARY IMPACT:

Authorization to continue with WIC services for the period Oct. 1, 2010 thru Sept. 30, 2011, (FY 2011) was approved by CC on 9-28-10.

Certification of revenues, appropriation of funds, and salary schedules for FY 2011 were also approved by CC on 9-28-10.

Refer to AI #23108, item #24.A., CC 9-28-10.; No cash match requirement for WIC grants.

Attachments

Link: WIC FY 2011 contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/05/2010 09:51 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/07/2010 03:03 PM	APRV
3	Auditor's Office	Linda Fong	10/07/2010 03:22 PM	APRV
4	Purchasing Department	Marty Salazar	10/07/2010 03:58 PM	APRV

Form Started By: Margarita Gonzalez Started On: 10/04/2010 12:22 PM

Final Approval Date: 10/07/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-037158 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $11,485,337.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 10/01/2010 and ends on 09/30/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2011-037158-001 NSS/WIC LOCAL AGENCY

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

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

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

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

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

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

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

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
David L. Lakey, M.D.	_____ Printed Name and Title
Commissioner	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
512.458.7375	_____ Telephone Number
david.lakey@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature

Date

Print Name of Authorized Individual

2011-037158
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM
Organization Name

CONTRACT NO. 2011-037158
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO. 0000367042

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM

DSHS PROGRAM NSS/WIC LOCAL AGENCY

TERM: 10/01/2010 THRU: 09/30/2011

SECTION I. STATEMENT OF WORK:

Contractor shall administer the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) to provide supplemental food instruments, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. Contractor shall:

A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food instruments, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Contractor shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statures, rules, policies, and directives of DSHS Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the DSHS WIC Program Policy and Procedures Manual and program rules.

B. Provide services within the state boundaries of Texas and in the approved clinic locations described in Contractor's application.

C. Assist DSHS or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by DSHS WIC Program's written rules and policies for the compilation of such data.

D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.

E. Appoint a Contractor WIC Director/Supervisor.

F. Train Contractor's Local Agency staff.

G. Submit the following reports/plans by the due date:

1. Monthly Incentive Funding Summary Report by the 15th day of the following month;
2. WIC Local Agency Performance Measure Report by the 15th day of the following month; and
3. WIC Information System Environment (WISE) Cost Report by April 30, 2011.

H. Conduct outreach to potential participants.

I. Complete surveys as requested.

J. Within five days of receiving a DSHS request for a Vendor Evaluation, Contractor shall contact vendor applicant to set up an appointment to conduct the evaluation. Contractor shall conduct on-site evaluation, completing WIC Vendor Evaluation Forms and fax/return forms to the DSHS no later than one business day after the on-site evaluation.

K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Contractor shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.

L. Issue pre-numbered food instruments furnished by DSHS to qualified participants who shall use such instruments to obtain specified food items from participating vendors; maintain complete accountability and security of all food instruments received from DSHS. Contractor shall be held financially responsible for all unaccounted for food instruments and/or for the redeemed value of those issued to ineligible participants. In addition, Contractor shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the WIC Policy and Procedures Manual.

M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) or equivalent telecommunications equipment at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT or other telecommunications equipment installations for new sites or sites moving from one location to another requires a minimum of 45 days notice.

N. Connect portable computers (notebook or laptop) that use Texas-WIN software daily to a (VSAT) or other DSHS provided-telecommunications access point to transfer data to and receive updates from DSHS. Daily is defined as Monday – Friday and Saturday if WIC services are provided. Portable computers may go to any of the Contractor's permanent WIC sites for data transfer.

O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations.

P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Contractor's Annual Plan of Operations as approved by DSHS and incorporated by reference in this Program Attachment.

Q. Implement or expand Contractor's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC participants in normal breastfeeding situations. If Contractor requests participation in the Breast Feeding Peer Counseling program, funding for this activity will be contingent on availability and written approval by DSHS.

R. Implement special projects according to DSHS-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Contractor and approved by DSHS. Funding for special projects is contingent upon availability and approval in writing by DSHS of the Contractor's plan for the special project.

S. Implement lactation services for WIC participants who have breastfeeding problems that are beyond the expertise of Contractor's local WIC staff and/or peer counselors using International Board Certified Lactation Consultants or the most qualified equivalent. Lactation services may also include Contractor's Local WIC Agency staff training and the provision of lactation equipment. DSHS will provide written approval of Contractor's plan to use lactation funding. Contractor's plan shall include qualifications of any non-board certified lactation consultant, which is included in the proposal.

T. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Contractor's staff is approved in writing by DSHS to participate in the DSHS Dietetic Internship program. This internship will consist of no less than 1200 hours of supervised learning experiences in a variety of nutrition-related facilities and will prepare Contractor's selected staff member to better meet the needs of WIC participants.

U. Stock DSHS-provided manual pumps, single-user and multi-user electric breast pumps and collection kits and distribute the appropriate pumps and/or kits to eligible WIC participants.

V. Implement or expand Contractor's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Contractor that includes, but not limited to: assistance with quality assurance, staff training, assistance with the Annual Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

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

1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
3. Child Nutrition Act of 1966, as amended, 42 USC 1786.

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

1. DSHS Standards for Public Health Clinic Services, revised January 31, 2004;
2. USDA Food and Nutrition Service (FNS) Guidelines;
3. USDA FNS Instructions issued under the FNS Directives Management System; and
4. Current WIC Policy and Procedures Manual.

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

All activities related to WIC, including timeframes, budget, and any revisions shall be approved by DSHS.

SECTION II. PERFORMANCE MEASURES

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

Contractor shall ensure:

1) An average of 95% of families a quarter who participate in DSHS WIC Program by receiving food instruments shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;

2) Of all pregnant women who enter DSHS WIC Program, an average of 20% a quarter shall be certified as eligible during the period of the first trimester of their pregnancy;

3) An average of 85.5% of clients a quarter who are enrolled in the DSHS WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food instrument recipients each month (breast-feeding infants are also included in the client count); and

4) 98% of participants who indicate during the enrollment process for the DSHS WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

Contractor shall submit the *WIC Local Agency Performance Measure Report* which describes Contractor's efforts towards meeting performance measures. The report shall be in an approved format as provided by DSHS, and shall be completed and submitted to DSHS within fifteen (15) calendar days after the end of each month.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS: DSHS may renew this contract for one renewal period if funds are available.

SECTION V. PAYMENT METHOD: Cost reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us

SECTION.VII. BUDGET:

SOURCE OF FUNDS: CFDA # 10.557; 10.557.013

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed: $11,485,337.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, Section 1.07, **Statutes and Standards of General Applicability**, is hereby amended to include the following:

> Contractor shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI, Civil Rights Act of 1964; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation under any program or activity for which Contractor receives federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Program Attachment.

Contractor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and State of Texas personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Contractor violates any nondiscrimination laws. This Assurance is binding on Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Core Contract are authorized to sign this Assurance on behalf of Contractor.

Contractor shall comply with all of the requirements of the current WIC Policy and Procedures Manual and Program rules as well as state and federal laws and amendments governing or regulating the WIC Program. A copy of the current WIC Policy and Procedures Manual has been made available to Contractor. The WIC Policy and Procedures Manual, and all revisions made to the WIC Policy and Procedures Manual are incorporated into this Agreement by reference. Contractor has a duty to remain familiar with the contents within the WIC Policy and Procedures Manual.

Contractor is responsible for ensuring that employees or agents acting on behalf of Contractor comply with all of the requirements of the WIC Policy and Procedures Manual, Program rules and all state and federal laws and amendments governing and regulating the WIC Program.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.01, **Payment Methods**, is hereby modified to include the following paragraphs:

The participant caseload will be assigned by DSHS by giving written notice to Contractor. The participant caseload is subject to change upon written notice to Contractor from DSHS with Contractor's concurrence. Contractor assumes liability for all food costs resulting from Contractor exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

DSHS will reimburse Contractor for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing food instruments, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" set out below, based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food instruments whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Contractor's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can

be accumulated and carried forward within the Program Attachment term. Surplus encumbered by September 30 shall be billed and vouchers received by DSHS no later than sixty (60) calendar days following the term of the program attachment.

PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of $11.16 for each participant served as defined above.

DSHS may pay for additional goods or services as specified in this Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of DSHS to do so, and funds are available.

The Contractor will be notified if a change in funding occurs and will have thirty (30) days to provide written notice to the DSHS if it intends to terminate this Program Attachment.

Contractor agrees that:

(1) Contractor shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the DSHS WIC Program.

(2) DSHS will reimburse Contractor for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Contractor's assigned participant caseload, plus any incentive funds allocated to Contractor by DSHS.

(3) DSHS will limit (cap) reimbursement of Contractor's indirect costs at twenty (20) percent applied to Contractor's total direct salaries plus benefits reimbursed by DSHS.

(4) DSHS will identify annually to Contractor an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Contractor will be based on Contractor's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to DSHS WIC Program.

(5) DSHS WIC Program also reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or breastfeeding promotion is not being provided by Contractor, or Contractor is not complying with the provisions of USDA and/or DSHS directives.

(6) DSHS reserves the right to utilize a competitive offering for the award of any future contracts at the end of the term of this Program Attachment.

(7) DSHS may amend or terminate this Program Attachment if available funds become reduced, depleted, or unavailable during the term of the Program Attachment to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Program Attachment. DSHS will provide written notification to Contractor of such fact.

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

(9) DSHS may provide incentives to Contractor's Local WIC Agencies for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.

(10) During the term of this Program Attachment, DSHS may adjust the base reimbursement rate as defined in this Program Attachment if it is in the best interest of DSHS and the DSHS WIC Program and if administrative WIC Grant funds change.

Contractor shall indicate separately on the face of the claim for reimbursement (State of Texas Purchase Voucher, Form B-13) the costs associated with nutrition education, breast-feeding, and other administrative costs.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.04, **Working Capital Advance**, is not applicable to this Program Attachment. However, Contractor will be allowed the option of receiving a two (2) month cash advance in accordance with WIC Program Policy and Procedures.

General Provisions, **Records Retention** Article VIII, Section 8.01, **Retention** shall be replaced with the following:

Recordkeeping requirements. Contractor shall maintain full and complete records concerning Program operations. Such records shall comply with 7 CFR Part 3016 and the following requirements:

(1) Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food instrument issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.

(2) All records shall be retained for a minimum of three years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA deems any of the WIC program records to be of historical interest, it may require DSHS or the Contractor to forward such records to the USDA whenever either entity is disposing of them.

(3) Records for nonexpendable property acquired in whole or in part with WIC program funds shall be retained for three years after its final disposition.

(4) All records shall be available during normal business hours for representatives of the USDA, DSHS and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

General Provisions, **Notice Requirements** Article X, Section 10.01, **Child Abuse Reporting Requirement,** is hereby amended to include the following:

If Contractor chooses to interview a client to determine if an affirmative defense to prosecution exists, **as defined by DSHS**, which would allow them under the DSHS policy to not make a report of child abuse, the Contractor shall conduct these interviews in the following manner:

- For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.
- The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
- Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

General Provisions, **General Business Operations of Contactor** Article XII, Section 12.02, **Management and Control Systems**, Item a, regarding internal budgeting and Item c, regarding billing, collection, and fee schedules are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.06, **Overtime Compensation**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, the last three sentences of Section 12.20, **Equipment (including Controlled Assets) Purchases**, are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.23, **Property Inventory and Protection of Assets**, is amended to include the following:

Contractor shall also maintain an inventory of equipment and designated reportable assets placed in the custody of the Contractor by DSHS. Contractor shall submit an annual cumulative report to DSHS Property Management Group in a format and upon a delivery date designated by DSHS. Contractor shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assess provided under this Contract, it shall use the proceeds to repair or replace said assets.

General Provisions, **General Business Operations of Contractor** Article XII. Section 12.26, **Property Acquisitions**, is not applicable to this Program Attachment.

General Provisions. **General Terms** Article XIII. Section 13.15. **Amendment**. is replaced with the following:

The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract. Parties agree that this attachment may be amended during its term by Letters of Amendment to reflect funds awarded for special projects and to more accurately align the total Not To Exceed amount with funds the contractor may earn by contract performance. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

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ARTICLE I COMPLIANCE AND REPORTING

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Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Client Financial Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through

web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 **Statutes and Standards of General Applicability.** Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;

l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
s) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
u) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104); and
v) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;
   5) Fidelity Bond, Section 12.04;
   6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
   7) Debt to State and Corporate Status, Section 3.01;
   8) Application of Payment Due, Section 3.02; and
   9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions will apply to interagency contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
   2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
   3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions will apply to interlocal contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
   2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
   3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to:

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 **Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts

with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 **Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 **Services and Information for Persons with Limited English Proficiency.** Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English

proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or

local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 **Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 **Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and

financial assessment. Contractor shall submit the final FSR no later than sixty (60) days following the end of the applicable term.

Section 4.06 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other	48 CFR Part 31, Contract Cost	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding

than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency		agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit.** If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor shall require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and shall require the audit firm to contract with an independent audit firm to perform a second partner review of the

single or program-specific audit work performed for Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or

other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 **Security of Patient or Client Records.** Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

ARTICLE VIII RECORDS RETENTION

Section 8.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC)

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 **Litigation.** Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 **Action Against the Contractor.** Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 **Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make

such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;

b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 **Antitrust.** Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 **Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.** Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-

profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems.** Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts/cfpm.shtm. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 **Insurance.** Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance

proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 **Fidelity Bond**. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 **Liability Coverage.** For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 **Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 **Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to mailto:coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 12.09 **Employee/Volunteer Background Screening**. Contractor shall comply with employee/volunteer background screening standards established by the Department.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient and Vendor Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written polices and procedures for procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN);
b) a detailed description of the services to be provided;
c) measurable method and rate of payment and total not-to-exceed amount of the contract;
d) clearly defined and executable termination clause; and
e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 **Status of Subcontractors.** Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and

guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment.

If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 **Property Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtm. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 **Property Acquisitions.** Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 **Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 **Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section__.27 and A-21 paragraphs 17 and 28. Contractor shall include this provision in any subcontracts.

Section 13.03 **Conflict of Interest.** Contractor represents to the Department that it and its subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance

required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.

e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on

which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 **Amendment.** The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 **Contractor's Notification of Change to Certain Contract Provisions.** The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures;
e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds; and
f) a change to remove community sites, independent school districts or schools, in substance abuse Program Attachments in accordance with an Implementation Plan that must be submitted along with the notification of the change to the contract manager assigned to the Program Attachment.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
g) changes to add community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at

http://www.dshs.state.tx.us/grants/forms.shtm, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 **Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/. Contractor certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by DIR.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;
d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 **General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;

b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;

c) deny additional or future contracts with Contractor;

d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;

e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;

f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
p) pursue a claim for damages as a result of breach of contract;
q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
s) reduce the Contract term;
t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
u) assess liquidated damages;
v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which

may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 **Termination Without Cause.**

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments;
    2) Contractor makes an assignment for the benefit of its creditors;
    3) Contractor admits in writing its inability to pay its debts generally as they become due;

4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or
i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 **Void Contracts.** Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that

Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

AI-23397 **21.A.**

Open Cut- Cesar Chavez Road

CC REGULAR

Date:	10/12/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Approval to grant permits - Baldemar Balderas:
1. Contractor shall cross Cesar Chavez Road with an 18" storm drain line approximately 457.958' south of Beth Drive. The Contractor shall open cut Cesar Chavez Road and install an 18" R.C.P. Drain Line.
2. Contractor shall cross Cesar Chavez Road with an 8" water line approximately 499.60' south of Beth Drive. The Contractor shall open cut Cesar Chavez Road and install an 16" R.C.P. Water Line.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Baldemar Balderas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/07/2010 11:03 AM	APRV
2	Olga Garza	Olga Garza	10/07/2010 02:29 PM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 08:10 AM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW

Form Started By: Sandra Garcia — Started On: 10/07/2010 10:28 AM

Final Approval Date: 10/08/2010

REVISED OCTOBER 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 _____day of _____, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

BALDEMAR BALDERAS

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 18 inch storm drain line; said line to be constructed of RCP 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**:

CONTRACTOR SHALL CROSS CESAR CHAVEZ ROAD WITH AN 18" STORM DRAIN LINE APPROXIMATELY 457.958 FEET SOUTH OF BETH DRIVE. THE CONTRACTOR SHALL OPEN CUT CESAR CHAVEZ ROAD AND INSTALL A 18" R.C.P. DRAIN LINE.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 18" R.C.P. 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. Not withstanding 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.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road

as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 20_____.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Baldemar Balderas of Permittee, Baldemar Balderas
(Printed Name of Agent) (Company Name)
1 Cedar Brook Somerset,New Jersey 08873 Ph. 732-991-0937 Fax 732-873-8297
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 1st Day of October, 20 18.

BY: Baldemar Balderas
Signature

Owner
Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RENE A. RAMIREZ County Judge of Hidalgo County, Texas and A.C. CUELLAR, HECTOR PALACIOS, JOE M. FLORES and OSCAR L. GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2010.

_____
Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Baldemar Balderas known to me to be the person whose name is subscribed to the foregoing instrument for the purposes and consideration therein expressed and in the capacity therein stated.

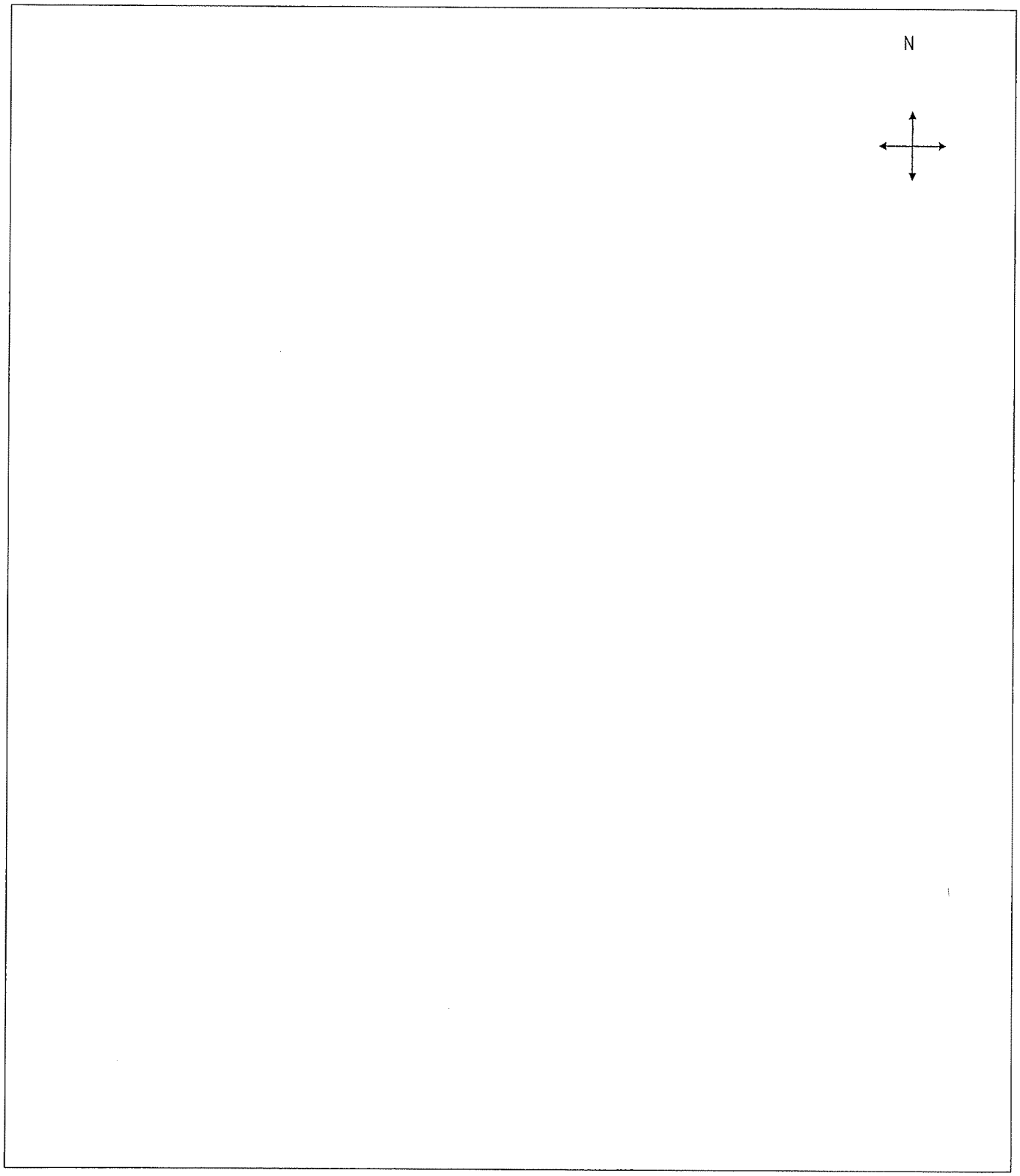
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of October, 2010.

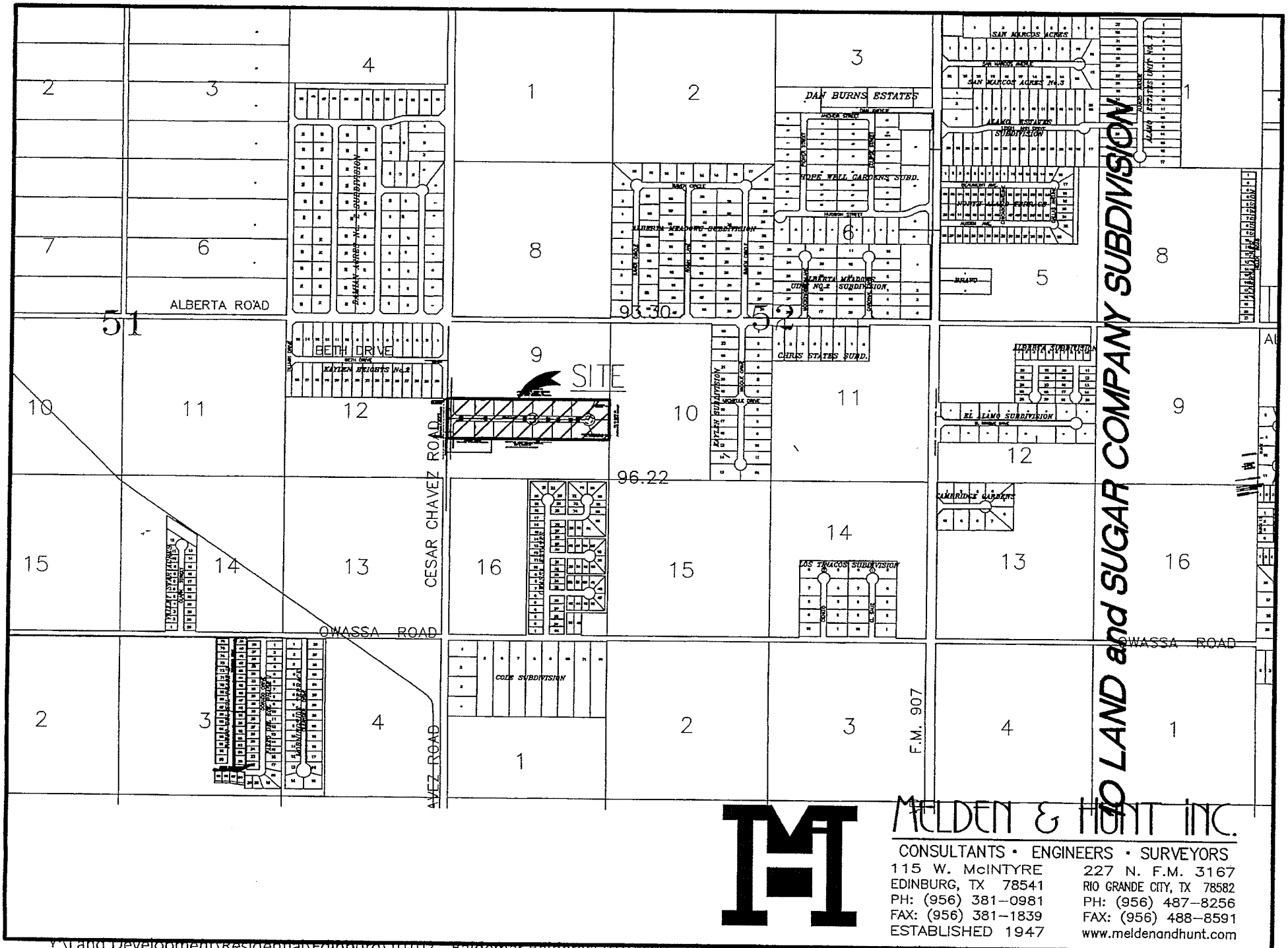
Lydia Flores
Notary Public, State of Texas

My Commission Expires:

LYDIA FLORES
Notary Public, State of Texas
My Commission Expires
June 20, 2014

SKETCH OF LOCATION



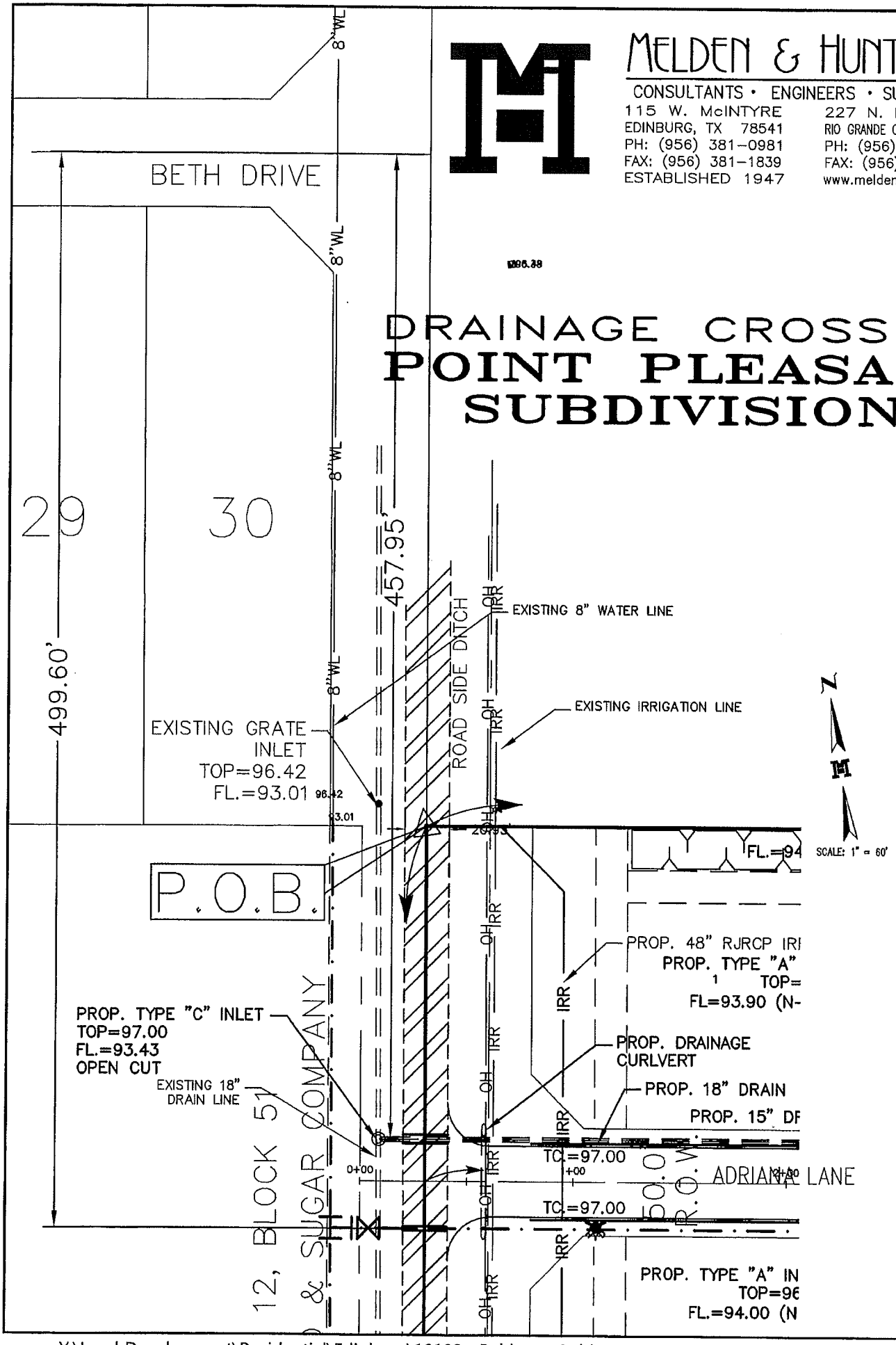


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FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

Y:\Land Development\Residential\Edinburg\10102 - Baldemar Balderas\10102.00 - Plat Development\Auto Cad Files\Point Pleasant.dwg, 10/4/2010 4:30:05 PM, K

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DRAINAGE CROSSING
POINT PLEASANT SUBDIVISION



REVISED OCTOBER 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 _____day of _____, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

BALDEMAR BALDERAS

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water line; said line to be constructed of P.V.C. 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**:

CONTRACTOR SHALL CROSS CESAR CHAVEZ ROAD WITH AN 8" WATER LINE APPROXIMATELY 499.60 FEET SOUTH OF BETH DRIVE. THE CONTRACTOR SHALL OPEN CUT CESAR CHAVEZ ROAD AND INSTALL A 16" P.V.C. CASING FOR THE 8" WATER LINE.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" P.V.C. 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. Not withstanding 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.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road

as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 20_____.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Baldemar Balderas of Permittee, Baldemar Balderas
(Printed Name of Agent) (Company Name)
1 Cedar Brook Somerset, New Jersey 08873 Somerset County Ph. 732-991-0937 Fax 732-873-8297
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 1st Day of October, 20 10.

BY: Baldemar Balderas
Signature

Owner
Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RENE A. RAMIREZ County Judge of Hidalgo County, Texas and A.C. CUELLAR, HECTOR PALACIOS, JOE M. FLORES and OSCAR L. GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2010.

_____
Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Baldemar Balderas, known to me to be the peson whose name is subscribed to the foregoing instrument for the purposes and consideration therein express and in the capacity therein stated.

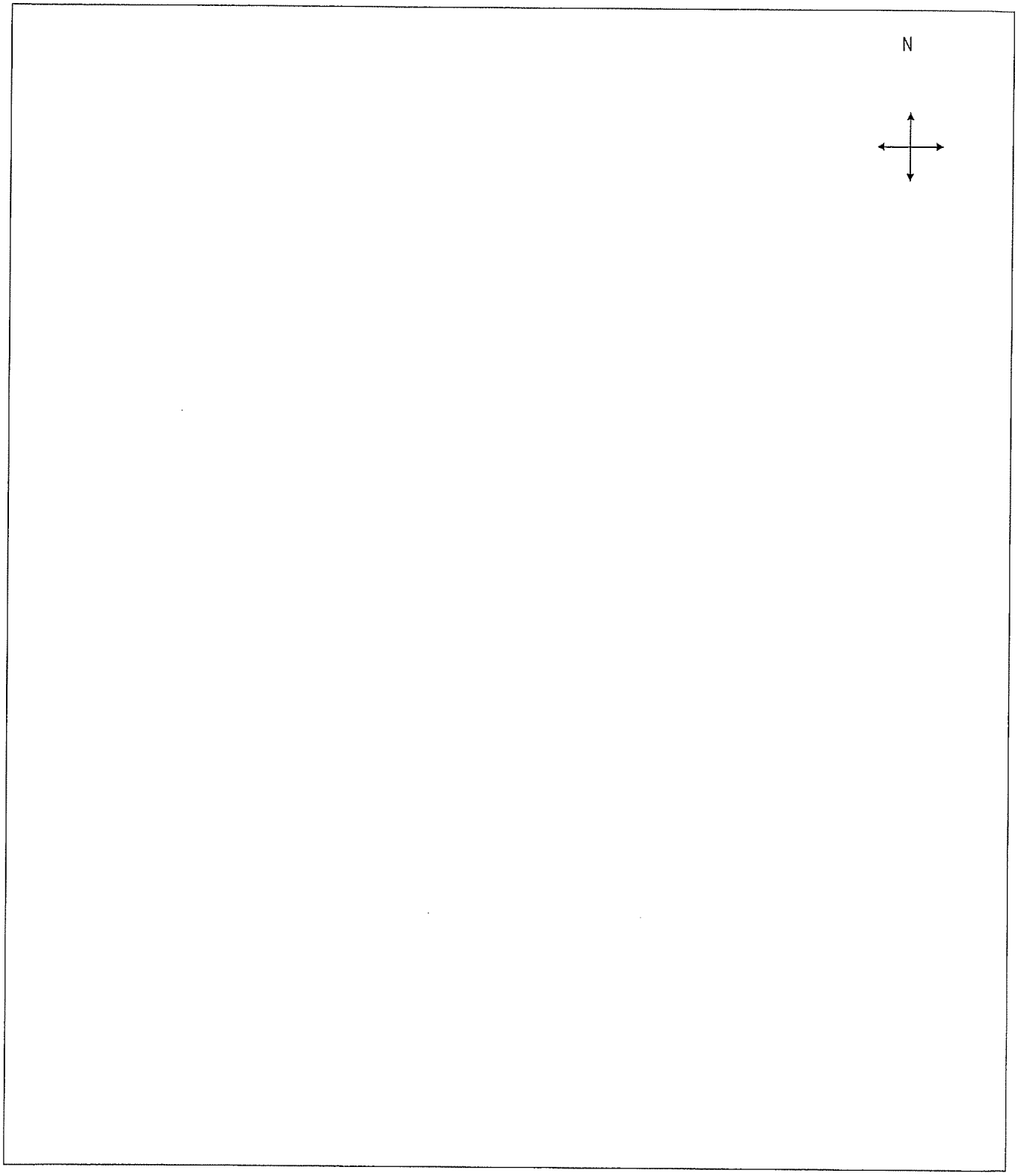
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of October, 2010.

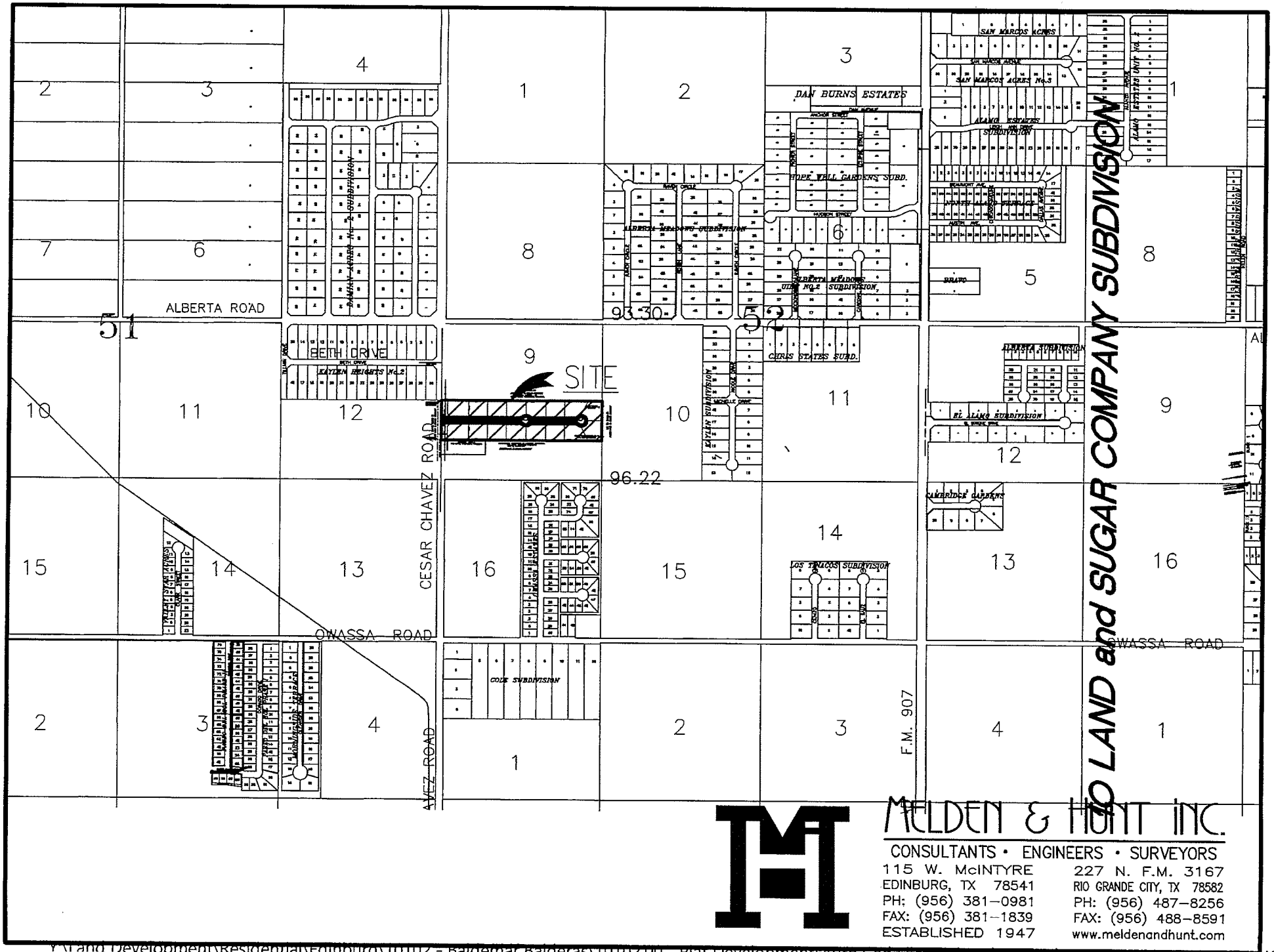
Lydia Flores
Notary Public, State of Texas

My Commission Expires:

LYDIA FLORES
Notary Public, State of Texas
My Commission Expires
June 20, 2014

SKETCH OF LOCATION





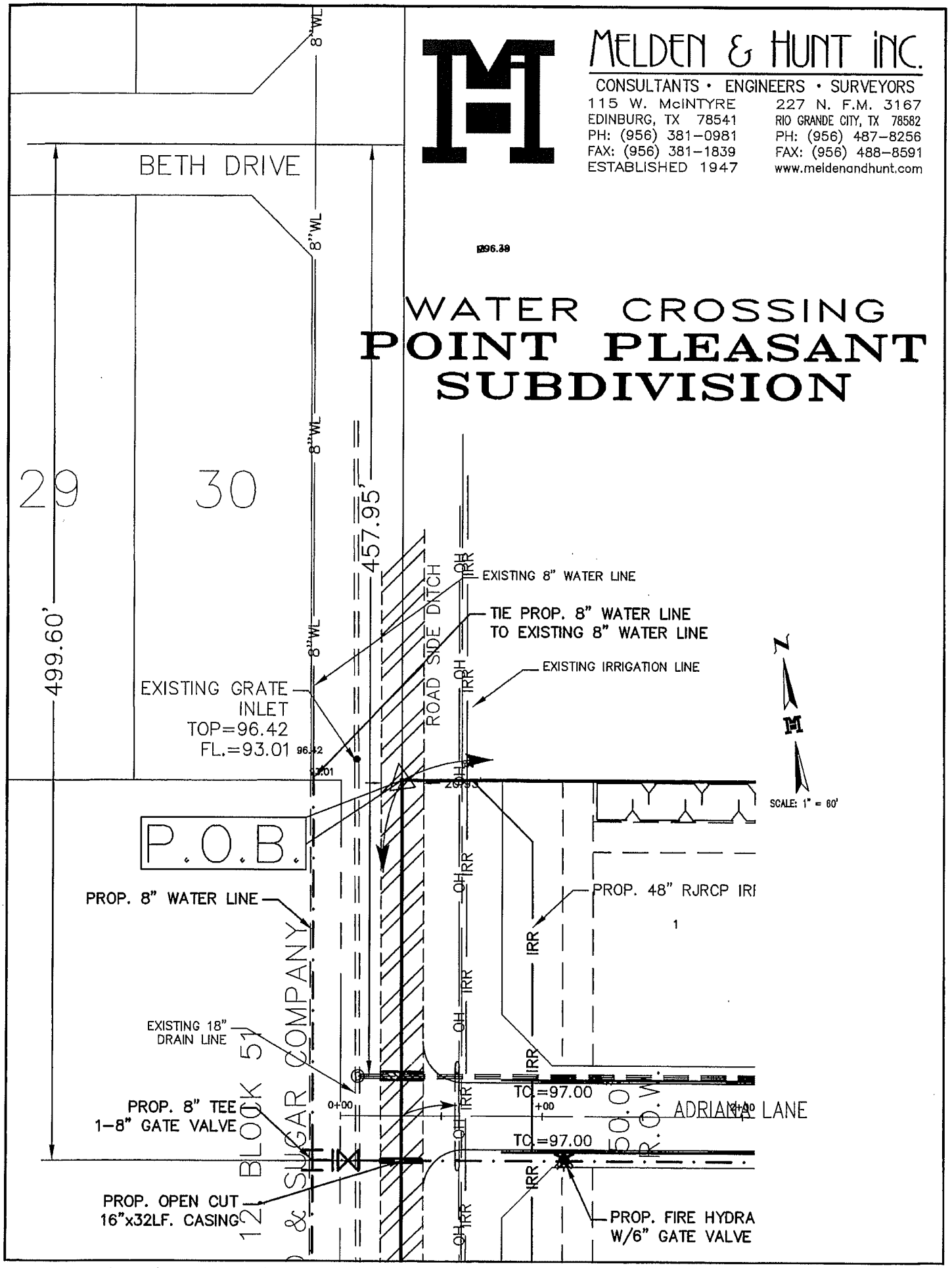
RIO LAND and SUGAR COMPANY SUBDIVISION

Y:\Land Development\Residential\Edinburg\10102 - Baldemar Balderas\10102 00 - Plat Development\Auto Cad Files\Point Pleasant dwg, 10/4/2010 4:01:29 PM, K

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

WATER CROSSING
POINT PLEASANT SUBDIVISION



AI-23346 **22.A.**

NRCS Presentation

CC REGULAR

Date:	10/12/2010
Submitted By:	Sylvia Sanchez, DRAINAGE DISTRICT
Submitted For:	Pct. 2
Department:	DRAINAGE DISTRICT
Agenda Category:	Precinct #2

Information

CAPTION

Discussion with representative from Natural Resources Conservation Services (NRCS) with potential availability of additional funding resources for drainage repairs.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 09:35 AM	APRV
2	Perla Lopez	Perla Lopez	10/07/2010 03:27 PM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 08:19 AM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW
Form Started By: Sylvia Sanchez			Started On: 10/06/2010 09:23 AM	
Final Approval Date: 10/08/2010				

AI-23389 **23.A.**

Interlocal with City of Mission

CC REGULAR

Date:	10/12/2010
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

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

BACKGROUND

Precinct #3 will provide **labor** and **equipment** necessary to complete the Road Improvements (Military Parkway to Bates Road, Bates Road to Old Military Road (approximately 1/8 mile) and Old Military Road from FM 1427 East on Old Military Road to Bentsen Parkway).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Precinct #3 will supply labor and equipment.

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/07/2010 08:50 AM	APRV
2	Perla Lopez	Perla Lopez	10/07/2010 02:47 PM	APRV
3	Auditor's Office	Linda Fong	10/07/2010 04:57 PM	APRV
4	Purchasing Department	Marty Salazar	10/07/2010 05:01 PM	APRV

Form Started By: Norma Ceballos — Started On: 10/06/2010 04:50 PM

Final Approval Date: 10/07/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the_____ day of October, 2010, by and between the **CITY OF MISSION, TEXAS,** hereinafter referred to as "Mission," and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Mission is a municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

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

WHEREAS, Mission and County desire to repair with caliche a portion of Military Parkway to Bates Road, Bates Road to Old Military Road (approximately 1/8 mile) and Old Military Road from FM 1427 East on Old Military Road to Bentsen Parkway located within Mission, (the "Roads") more particularly described in Exhibit "A" attach hereto and collectively referred to as the "Road Improvements."

WHEREAS, County is reconstructing a portion of Old Military Road within the rural area of the County that adjoins the Roads and the repair of the Roads will serve a legitimate county purpose to assist Mission in protecting the general health and welfare of its citizens and providing a better roadway for use by Border Patrol by providing the Road Improvements described in Exhibit A; and

WHEREAS, Mission and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. Mission and County agree to cooperate in the Road Improvements described in Exhibit A.

2. The County agrees to supply all of the labor, and equipment necessary to complete the Road Improvements

3. Mission agrees to supply County with all caliche necessary or required to complete the Road Improvements which Mission and County estimate to be approximately 2705 tons.

4. County and Mission will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads described herein.

5. County agrees to provide such services, and equipment to effectuate the Road Improvements described herein, within the city limits of Mission between October 17, 2010 and December 31, 2010.

6. County agrees it is in its best interest to assist Mission with the Road Improvements and that such streets and roads serve as connecting links and integral parts of the County road system.

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

8. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Mission and County, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE

PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to Mission:	City of Mission Attention: Norberto "Beto" Salinas 1201 East 8th Street Mission, Texas 78572
If to Hidalgo:	Hidalgo County, Texas Attention: Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to :	Joe Flores, Commissioner, Precinct No. 3 724 North Breyfogle Mission, Texas 78572

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

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

17. **Gender and Number.** All pronouns used in this Agreement shall include the

other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

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

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

21. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached herein.

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

CITY OF MISSION

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Rene Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

_____

By: Stephen L. Crain

Exhibit A

Description of Roads to be Improved
Military Parkway to Bates Road

Bates Road to Old Military Road (approximately 1/8 mile) Old Military Road from FM 1427 East on Old Military Road to Bentsen Parkway

EXHIBIT "B"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to repair with caliche a portion of Military Parkway to Bates Road. Bates Road to Old Military Road (approximately 1/8 mile) Old Military Road from FM 1427 East on Old Military Road to Bentsen Parkway located within City of Mission, through an Interlocal Cooperation Agreement to be entered into with the City of Mission, Texas and Hidalgo County

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

_____
By: Rene Ramirez, County Judge

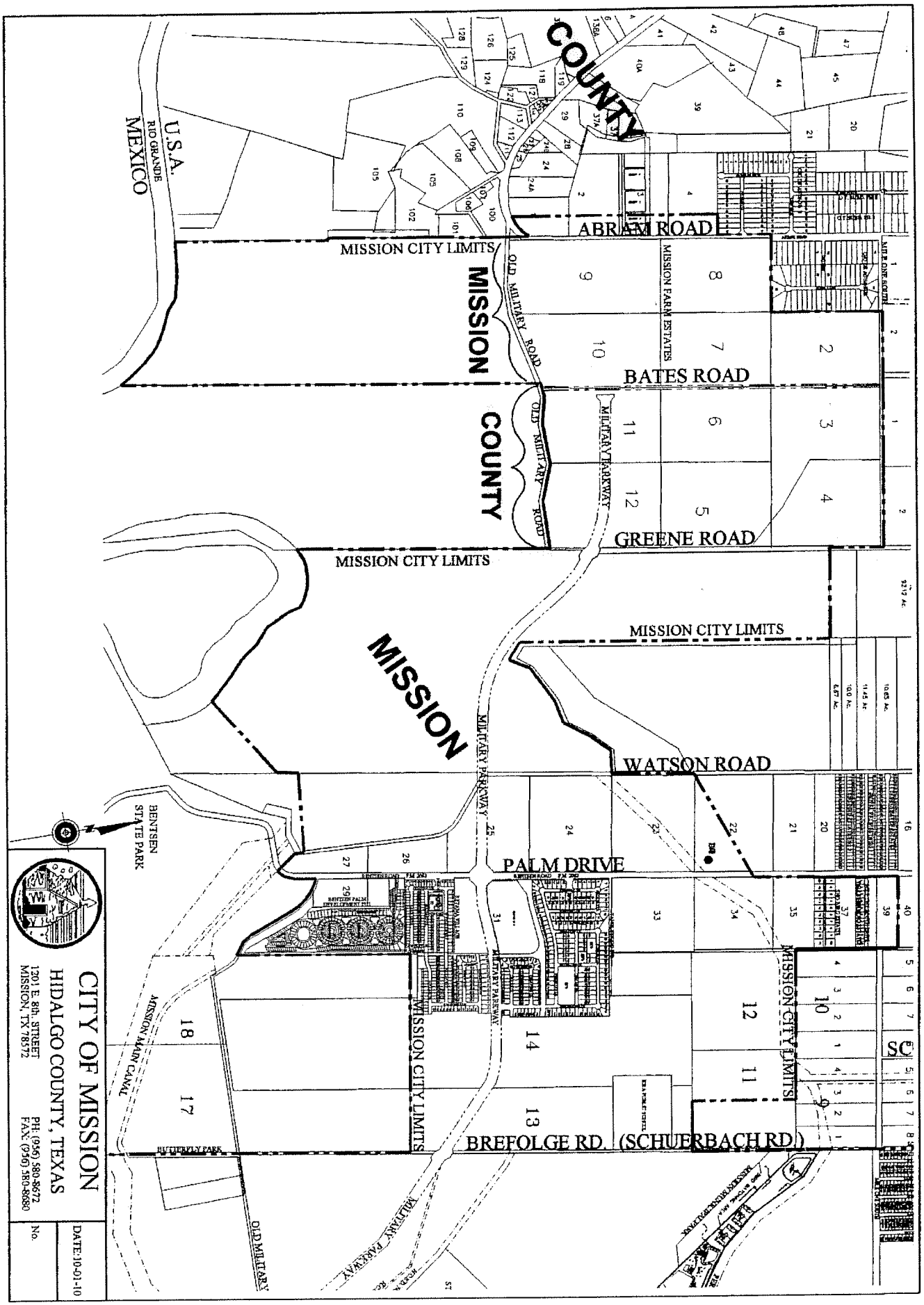
ATTEST:

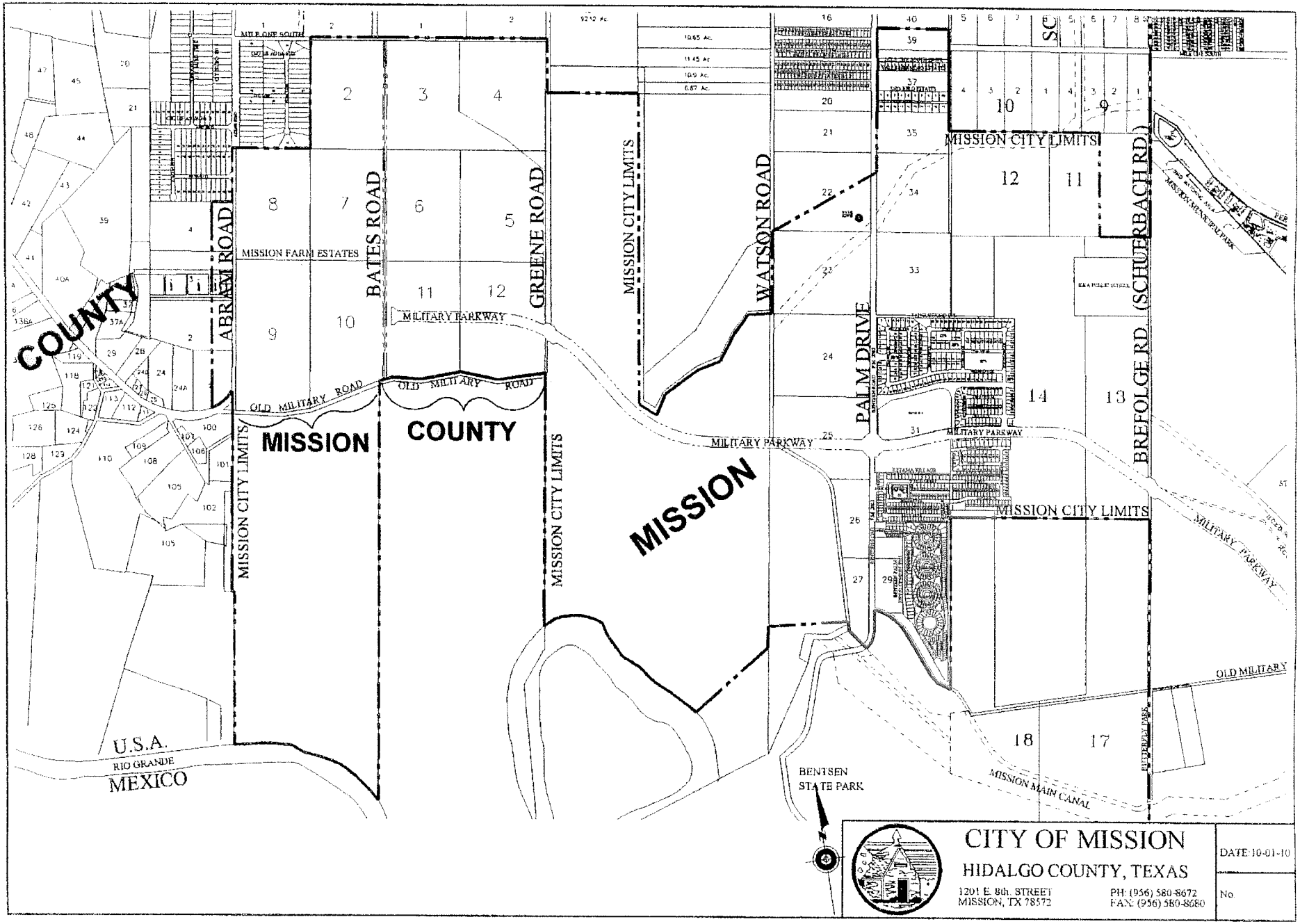
_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain


COUNTY
U.S.A.
RIO GRANDE
MEXICO
ABRAM ROAD
MISSION CITY LIMITS
MISSION
OLD MILITARY ROAD
MISSION FARM ESTATES
BATES ROAD
COUNTY
OLD MILITARY ROAD
MILITARY PARKWAY
GREENE ROAD
MISSION CITY LIMITS
MISSION CITY LIMITS
MISSION
MILITARY PARKWAY
WATSON ROAD
BENTSEN
STATE PARK
PALM DRIVE
MISSION CITY LIMITS
MISSION MAIN CANAL
MILITARY PARKWAY
MISSION CITY LIMITS
BREFOLGE RD. (SCHUERBACH RD.)
BUTTERFLY PARK
OLD MILITARY
MILITARY PARKWAY
CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th. STREET
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-8680
DATE:10-01-10
No.



CITY OF MISSION

HIDALGO COUNTY, TEXAS

1201 E. 8th. STREET
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-8680

DATE: 10-01-10

No.

AI-23337 **23.B.**

Pct #3 Claim

CC REGULAR

Date: 10/12/2010

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment to Professional Appraisal Services, Inc. for $900.00 for invoice #6352, after it has been reviewed, audited, and processing procedures are completed by the Hidalgo County Auditor's office.

BACKGROUND

First Appriasal Report was ordred for the Business 83 Outfall Project and paid out from P.O. #616271 - an updated Appraisal Report was requested by ROW Dept.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1315-431-50-123-033-0-711

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

BUDGETARY IMPACT:

Available funds after CC approval of AI - 23336 (10/12/10) is $900.00.

Attachments

Link: Updated Appraisal Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/06/2010 04:36 PM	APRV
2	Perla Lopez	Perla Lopez	10/08/2010 11:28 AM	APRV
3	Auditor's Office	Linda Fong	10/08/2010 01:55 PM	APRV
4	Purchasing Department		10/08/2010 03:56 PM	NEW

Form Started By: Norma Ceballos Started On: 10/05/2010 03:00 PM

Final Approval Date: 10/08/2010

Statement

Professional Appraisal Service, Inc.
P. O. Box 3722
McAllen TX 78502
PH# (956) 687-9535
Tax Id # 74-2556104

DATE
8/27/2010

TO:
Hidalgo County Precinct #3 724 Breyfogle Road Mission, Texas 78574

AMOUNT DUE	AMOUNT ENC.
$900.00	

DATE	TRANSACTION	AMOUNT	BALANCE
06/21/2010	Balance forward		900.00

Please call to discuss this payment —
Dallas Mulcan
687-9535

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	0.00	0.00	0.00	900.00	$900.00

Professional Appraisal Service, Inc.

P. O. Box 3722
McAllen TX 78502
PH# (956) 687-9535
Tax Id # 74-2556104

BILL TO

Hidalgo County Precinct #3
724 Breyfogle Road
Mission, Texas 78574

Invoice

DATE	INVOICE #
6/24/2009	6352

TERMS	REP
Due on receipt	JHM

DESCRIPTION	DATE OF SERVICE	AMOUNT
For the update appraisal of Parcel #5, El Capote, Inc., for the 83 Outfall Drainage Project.	6/24/2009	900.00

Total $900.00

Form ROW-A-6
Rev. 3/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Shuerbach Road, 0.36 mile S/o US 83, Mission, Texas
Account: Hidalgo County Drainage District #1
Property Owner: El Capote, Inc.
Parcel: #5
Address of Property Owner: PO Box 53122 - McAllen, TX 78505-3122
RCSJ:
Occupant's Name: N/A
Federal Project No:
Whole: [ ] Partial: [x] Acquisition
Highway: US 83 Outfall Project
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $ 54,900 as of June 12, 2009, based upon my independent appraisal and the exercise of my professional judgment;

That on November 18, 2008 and on June 12, 2009 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Mr. Ricardo Hernandez, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. The property owner did not accompany the appraiser on the inspection.

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on or by June 12, 2009 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Hidalgo County Right of Way Department until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

John H. Malcom, Jr. MAI, CCIM, SR/WA
Appraiser Signature
#TX-1320239-General
Certification Number
June 22, 2009

To the best of my knowledge, the value does not include any items which are compensable under the State law but are not eligible for Federal reimbursement.

District Reviewing Appraiser Date

USPAP REQUIREMENTS/SALIENT FACTS PAGE

USPAP Comments - Scope of Work: This appraisal involves a partial taking of a strip of land. The larger property is a 93.921 net acre tract of land located south of Business 83 between Schuerbach Road to the east and Scott Lane Road to the west. As of the effective date of the appraisal, the site was unimproved. The cost and income approach are not applicable for the valuation of the part to be acquired. and have not been included in the appraisal report. The underlying land and the portion of the land that is included in the taking is appraised based on comparable sales and utilizing a sales comparison approach. The appraisal report is a summary report prepared under the Uniform Standards of Professional Appraisal Practice and utilizing Form ROW A-6 prepared by the Texas Department of Transportation.

The scope of the work includes a complete analysis of the subject property and the subject neighborhood. In addition, research was conducted on surrounding land uses, market trends and comparable land sales and comparable improved sales. A form report, TXDOT Form ROW-A-6, was prepared which summarized the data and my analysis and conclusions regarding the subject property.

While compiling information to complete this appraisal, I used several different data sources, including but not limited to: local real estate experts, governmental agencies, grantors, grantees, etc.

All methodology used to arrive at the estimate of market value can be found in The Appraisal of Real Estate, Thirteenth Edition, published by the Appraisal Institute. The appraisal methodology and the value conclusion contained herein are in conformance with the 2008 Uniform Standards of Professional Appraisal Practice.

This appraisal report is for the exclusive use of Hidalgo County Right of Way Department (client) for the purpose of assisting with the acquisition of right-of-way for the construction of a drainage ditch as part of the Business Highway 83 Outfall Project.

This is a summary appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it represents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraisers opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraisers files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraisers are not responsible for unauthorized use of this report.

Within the appraisal process, the three accepted approaches to real property valuation (cost, income and sales comparison approaches) were considered (as applicable). In preparing this appraisal, the appraiser inspected the subject site and neighborhood. Information was gathered on comparable land and improved sales. The sales comparison approach was used to value the site as if vacant. When appropriate, information was obtained regarding comparable costs and the cost approach was utilized to value the site improvements. These approaches to value were reconciled to derive an estimate of value for the whole property, the part taken, the remainder after the taking, severance damages, and just compensation.

Jurisdictional Exception: This appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Jurisdictional exception provides for severability preserving the balance of USPAP if one or more parts of USPAP are contrary to law or public policy of a jurisdiction. According to USPAP, law means a body of rules with binding legal force established by controlling governmental authority. This includes federal and state constitutions, legislative and court made law, and administrative rules, regulations and ordinances. As appraisals performed for eminent domain are subject to certain constraints based on statutory and case law regarding compensability, the issue of jurisdictional exception is invoked.

Intended Use and Intended User: This appraisal report is for the exclusive use of Hidalgo County Right of Way Department(client) for the purpose of assisting with the acquisition of right-of-way for the construction of a drainage ditch as part of the Business Highway 83 Outfall Project

Exposure Period: The Market value estimate assumes that the subject property has been exposed to the market for some period of time prior to the date of appraisal. It provides a measure of the stability of the market and helps the reader of the appraisal determine if the market conditions are stable or changing for the recent past and the near future. The exposure time for the current appraisal is 6 months and the marketing time is estimated at 6 to 12 months. Market conditions are believed to be stable for the subject property within this time period.

Environmental: No adverse environmental influences were noted at the time of inspection.

Property Rights Appraised: The property rights appraised are the fee simple estate subject to existing easements and excluding oil, gas, and subsurface minerals.

The fee simple estate - is the absolute ownership unencumbered by any other interest or estate. A fee simple estate is subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Date of Inspection/Owner Contact: The appraisers contacted the owner by telephone and discussed the project with the owner. The site was inspected on November 18, 2008 and on June 12, 2009.

Effective Date of Appraisal: The effective date of this appraisal is June 12, 2009, the most recent date of inspection. Photos of the subject were taken during the November 18th inspection.

Date of Report: The date of this report is June 22, 2009.

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: 5
Local Address: South of Business 83 on Shuerbach Rd.
Date Taken: November 18, 2008
Taken By: John Malcom
1. Point from which taken: Schuerbach Road, Subject on Right
Looking: South Along Schuerbach Road



2. Point from which taken: Schuerbach Road
Looking: West Over Part to be Acquired



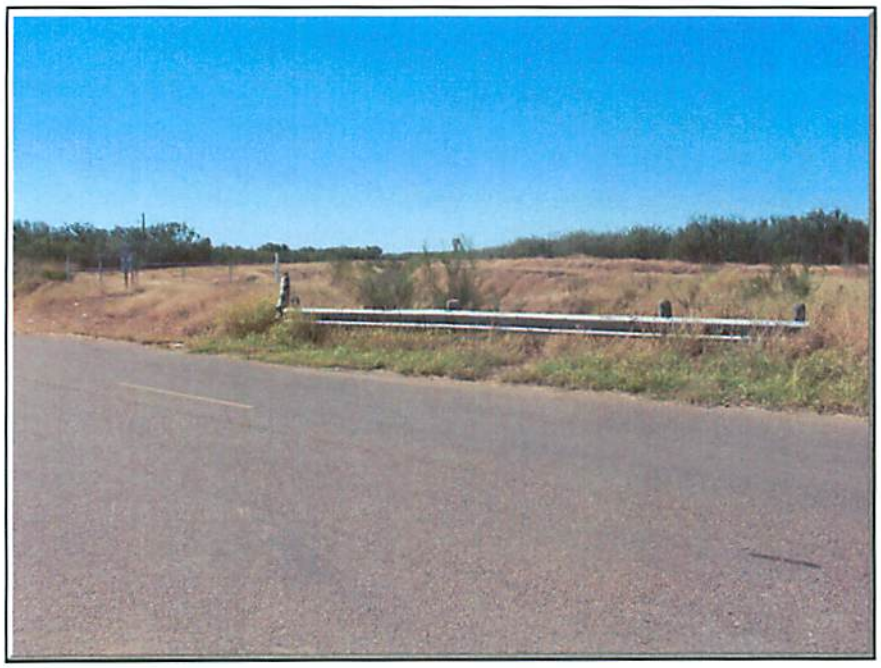
PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvement

Parcel No.: 5 Local Address: South of Business 83, Shuebach Rd, W/side

Date Taken: November 18, 2008 Taken By: John Malcom

3. Point from which taken: Schuerbach Road Looking: View of Abandoned Drainage Easement



4. Point from which taken: Scott Lane Road, Subject on Left Looking: South Along Scott Lane Road



[illegible]

HIGHWAY: BUSINESS 83

PROJECT LIMITS: BUSINESS 83 OUTFALL

REVISED FIELD NOTES FOR PARCEL-5 TRACT 1

A tract of land containing 1.48 acres; comprised of 1.59 acres out of Lot Seven (7), and 1.34 acres out of Lot Eight (8), Block Three (3), being out of Del Monte Orchard Co. Subdivision No. 1, situated in Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 05, Page 25, of the Map Records of Hidalgo County, Texas; And being out of a part and portion of that certain called 113.473 acre tract of land as conveyed to JAVIER F. PEREZ, SR. in Warranty Deed with Vendor's Lien dated April 9, 2003, as recorded in Document Number [illegible] of the Official Records of Hidalgo County, Texas; said 1.83 acre tract of land being more particularly described by metes and bounds as follows, with all bearings based on a Grid Coordinate System of the City of McAllen as done by Aranda and Associates;

BEGINNING at a found 1/2-inch iron rod with a D.E.C. plastic cap located at the Southeast corner of that certain tract of land as conveyed to Vida Properties, L.L.C., in Sheriff's Tax Deed dated August 20, 2004, as recorded in Document Number 1376426 of the Official Records of Hidalgo County, Texas, and the Southwest corner of that certain tract of land as conveyed to Hidalgo County Right of Way Department in Warranty Deed dated November 25, 1985, as recorded in Volume 2216, Pages 942-945 of the Deed Records of Hidalgo County, Texas; same being a common corner for Lot Five (5), Lot Six (6), Lot Seven (7), and Lot Eight (8), Block Three (3) of said Del Monte Orchard Co. Subdivision No. 1;

THENCE South 81° 19' 04" East, with the South line of said Lot Five (5), and the North line of said Lot Seven (7), Block Three (3), also being the South line of said tract of land as conveyed to Hidalgo County Right of Way Department, at 75.00 feet pass a found 1/2-inch iron rod with a D.E.C. plastic cap, in all a total distance of 495.00 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap located on the West line of a Hidalgo County Irrigation District No. 6 Abandon Drain Ditch DS-1-1 (140-foot right-of-way easement), as recorded in RESOLUTION ABANDONING EASEMENT dated December 5, 1996, in Document Number 567013 of the Official Records of Hidalgo County, Texas; for the Northeast corner of the tract of land herein described;

THENCE South 08° 40' 56" West, with the West line of said Hidalgo County Irrigation District No. 6 Abandon Drain Ditch DS-1-1 (140-foot right-of-way easement), 140.00 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for the Southeast corner of the tract of land herein described;

THENCE North 81° 19' 04" West, parallel with the North line of said Lot Seven (7), and the South line of said Lot Five (5), Block Three (3), at 495.00 feet to a point on the West line of said Lot Seven (7), and the East line of said Lot Eight (8), Block Three (3), in all a total distance of 570.00 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for the Southwest corner of the tract of land herein described;

THENCE North 08° 40' 56" East, parallel to the East line of said Lot Eight (8), and the West line of said Lot Seven (7), Block Three (3), 140.00 feet to a found 1/2-inch iron rod with a D.E.C. plastic cap located on the North line

Parcel 5 Tract 1
2 of 2

of said Lot Eight (8), and the South line of said Lot Six (6), Block Three (3), also being the South line of said tract of land as conveyed to Vida Properties, L.L.C., for the Northwest corner of the tract of land herein described;

THENCE South 81° 19' 04" East, with the North line of said Lot Eight (8), and the South line of said Lot Seven (7), Block Three (3), also being the South line of said tract of land as conveyed to Vida Properties, L.L.C., 75.00 feet to the POINT OF BEGINNING; containing 1.83 acres, more or less.

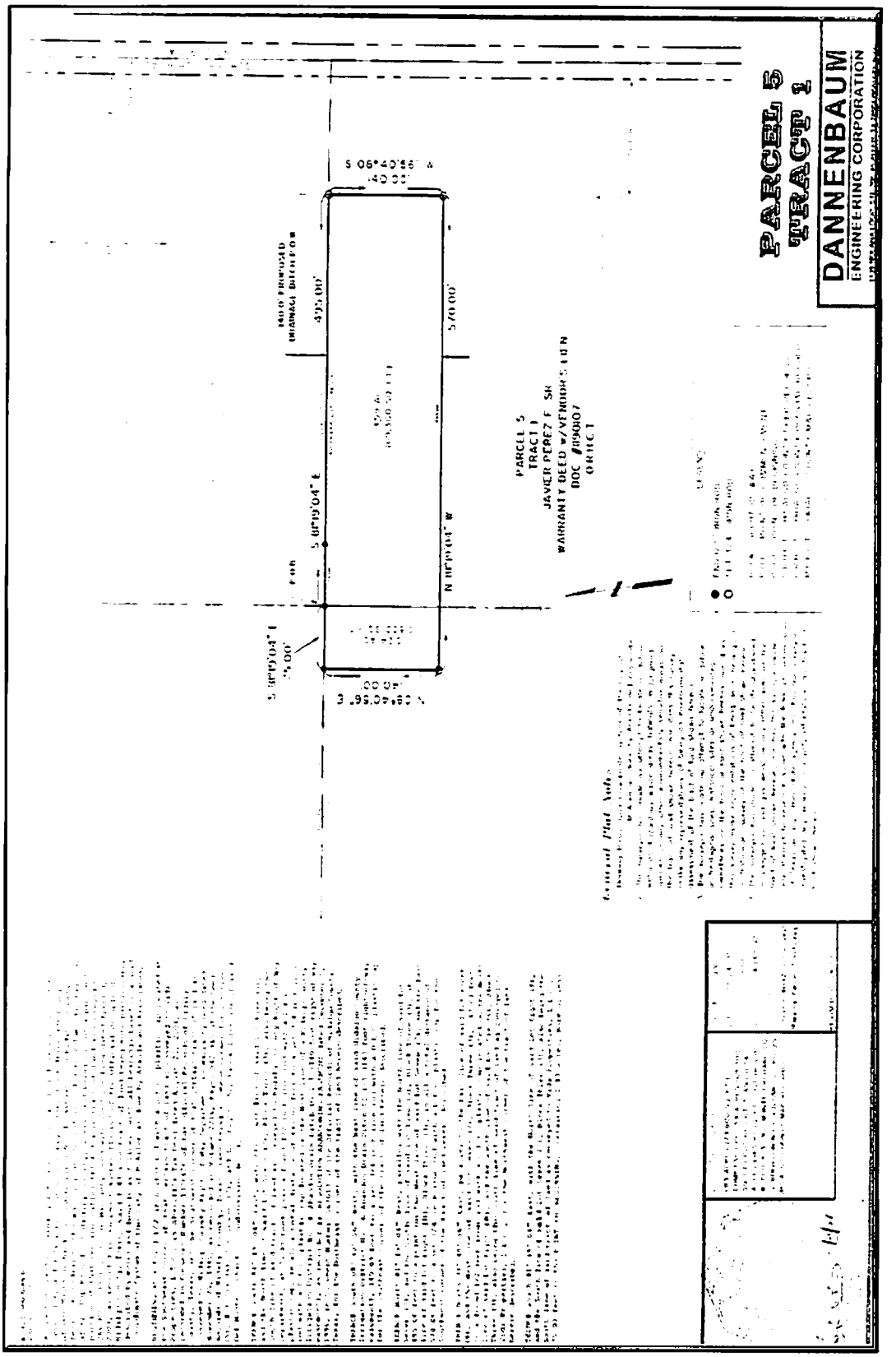
DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

4042-52 / JV
Parcel 5 Tract 1
May 8, 2007

Royal T. Brown, R.P.L.S. #3981

Note: Parcel plat of even dated to accompany this legal description.

SITE PLAT



DESCRIPTION OF PROPERTY

The subject area includes property along the west side of Schuerbach Road south of US Expressway 83, in Mission, Texas. Neighborhood boundaries are generally defined as 3 Mile Road to the north, SH 107 (Conway) to the east, Military Highway to the south, and Abram Road to the west. This neighborhood is part of the growing area located between Mission and La Joya in southern Hidalgo County. US Expressway 83 is the primary traffic artery through the area with secondary arteries Business Highway 83, or Loop 374 to the north, and Military Highway to the south. Area development patterns include mixed commercial and residential sites on each side of US Highway 83, Business Highway 83, and portions of Mile 1 North Road from Mission to La Joya. Residential development is the predominant use for land located off of the main traffic arteries. This is a developing area and increased density of development can be anticipated to continue.

Although precise population information has not been obtained for the defined area, demographic information has been considered for a three mile radius extending from the subject property. A 3 mile radius extends north to a point near Mile 2 Line North Road, on the south to the Rio Grande River, on the east to a point near Bryan Road and on the west to the extension of Showers Road. Within this area, the following demographic factors are noted:

AREA MAP - 83 OUTFALL



The current population is estimated at 54,636. Population growth is estimated to have increased 18.2% between 2000 and 2008. The median age is estimated at 27.3 years and approximately 61.3% of the population is under the age of 35 and approximately 46.5% is under the age of 25 years. The median household income is estimated at $26,591 (the US average is $73,126 and the median for Hidalgo County is $30,932) with the average household income estimated at $36,531.

For persons over the age of 25 years, the educational attainment level includes 23.4% with a high school diploma, 13.9% with some college education but no degree, and 33.7% with an associate, bachelors, or graduate degree. This indicates that 50.7% of the population, over the age of 25 has completed a high school education (Hidalgo County = 59.2%).

For persons over the age of 16, approximately 88.9% are employed, 11.1% are unemployed, and 48.3% are not in the labor force. The average time traveled to work was around 23.0 minutes in the year 2000. For Hidalgo County as a whole, 90.8% of the population over 16 years is employed, 9.2% is unemployed, 47.4% is not in the labor force.

The housing supply was estimated at 20,050 units in 2008 with 59.8% being owner occupied, and 17.1% being renter occupied, and 25.5% being vacant.

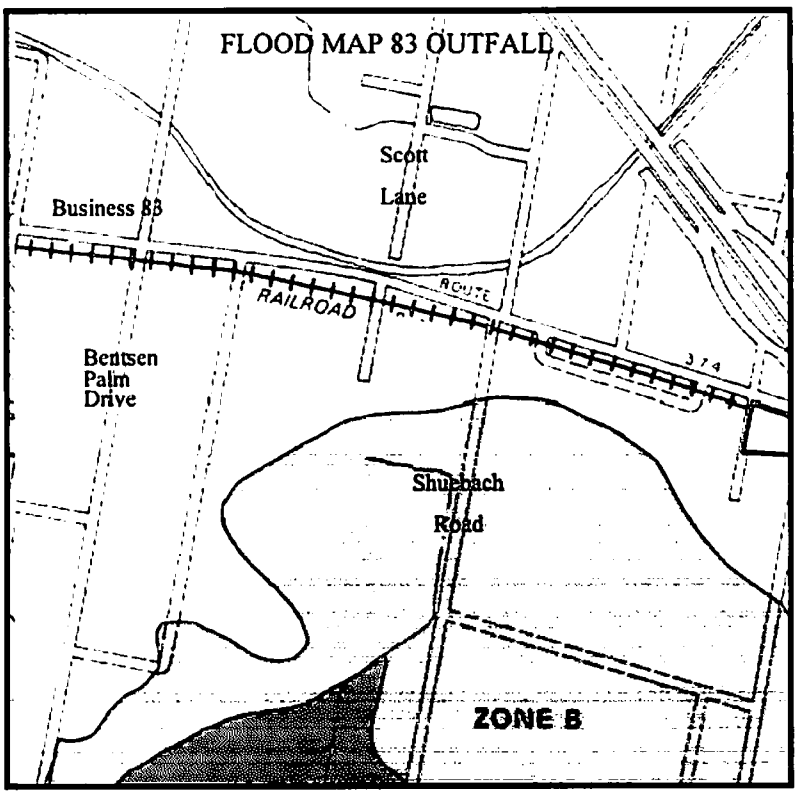
The southwest Mission area reflects the demographic attributes of the Rio Grande Valley with slightly lower income levels and education attainment levels than Hidalgo County and the Valley as a whole. The Rio Grande Valley and Hidalgo County both fall below the State of Texas and the United States in terms of wage and income as well as educational attainment and employment.

Public improvements within the area include the widening project for US Highway 83, the future widening of US Business Highway 83, and expansion of the water and sewer system throughout the community. US Highway 83 has recently been completed with construction to turn the highway into a controlled access road with on/off ramps through the community. The second part of the project is now underway which will involve the acquisition of additional right of way to construct frontage roads along the main travel lanes of the highway. The La Joya Water Supply Corporation is involved in an EDAP project to extend sewer service throughout the community. The project will commence in the Sullivan City area and extend eastward through Palmview as the project progresses.

Legal Description - Whole Property: A tract of land containing 113.473 acres, more or less, situated in Hidalgo County, Texas, and also being all of Lot 7 and 8, Block 3, all of Block 5, all of Lots 2, 4 and 5, Part or portion of Lots 1 and 3, Block 7, part or portion of Lots 7 & 8, Block 8, part or portion of Lot 4, Block 9, all of Lot 1 and part or portion of Lot 2 Block 10, Del Monte Orchard Co. Subdivision, No. 1, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 5, Page 25, Map Records, Hidalgo County, Texas.

Legal Description - Part to be Acquired: The part to be acquired includes 1.83 acres out of the parent tract. The part to be acquired is identified by a metes and bounds description contained in the Field Notes and Site Plat that are includes as an exhibit to this report.

5 Year Sales History: According to information provided by the client, the subject property transferred from Sharyland Investors, Ltd., a Texas Limited Partnership to El Capote, Inc., a Texas Corporation on July 1, 2008. The consideration given is unknown. No offers to either sell or purchase the property are known to the appraisers.

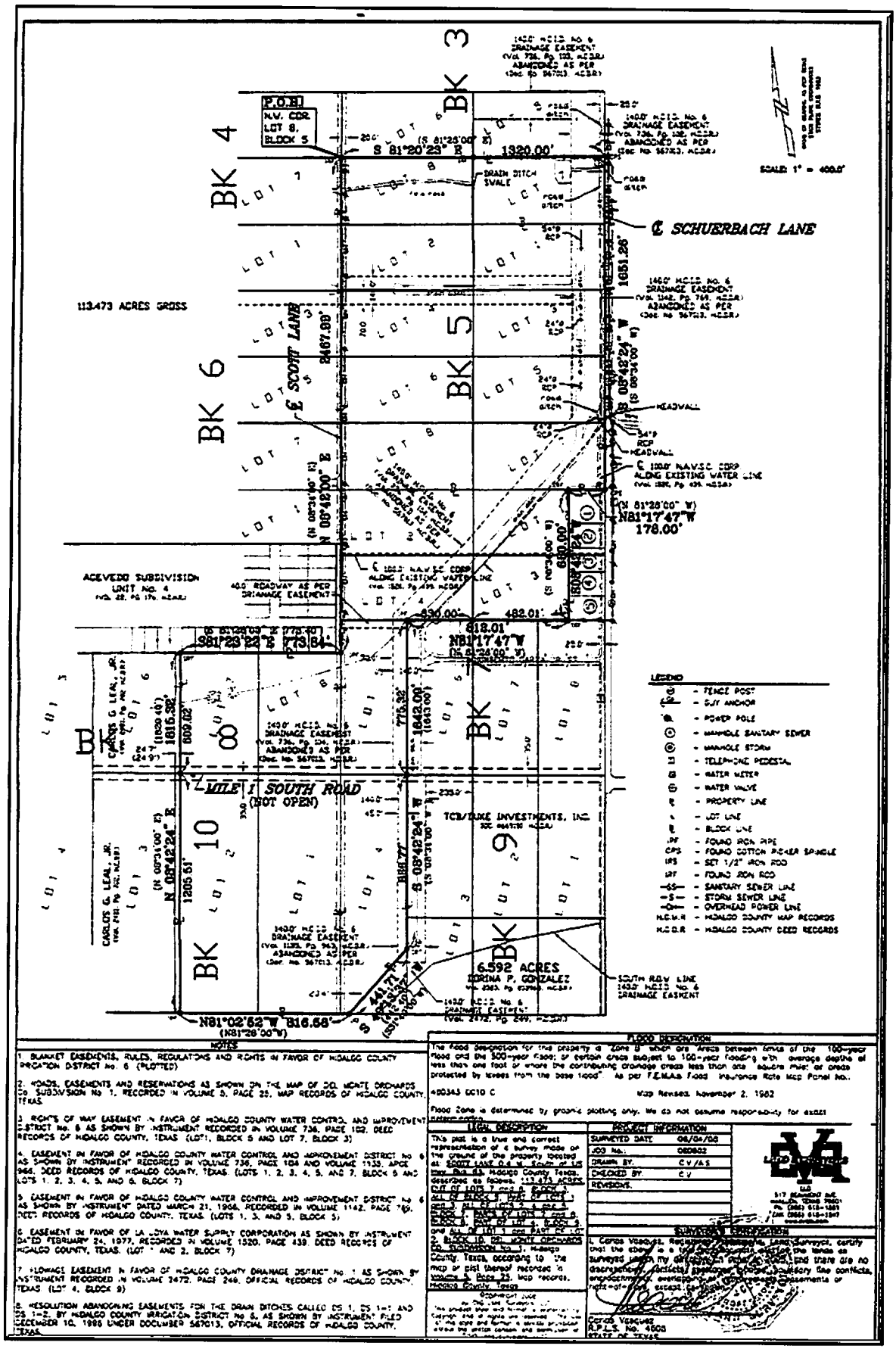


Site Description: The appraised property is located near Mission, Hidalgo County, Texas and lies just south of Business 83 between Shuebach Road to the east and Scott Lane Road to the west. It is irregular in shape and offers 1,320' along its northern boundary, 3,953.4' of non contiguous frontage along its eastern boundary, 816.6' of frontage along its southern boundary and 4,283' of non contiguous frontage along its western boundary. The property includes approximately 113.473 gross acres and is bisected by a drainage ditch, Mile 1 South Road right of way (which has not yet been constructed), Scott Lane Road right of way (which has not yet been extended south through the property). According to deed information, a portion of the drainage ditch that runs along the eastern boundary of the subject has been abandoned to the public. According to the Abandonment Deed "This does not affect any easement heretofore conveyed or transferred to, or in use by, any governmental entity". According to Deed information, net land area is 93.921 acres.

Available utilities include water, electricity, and phone service. Sewer has been extended to a Hidalgo County Health clinic located on the west side of Shuebach Road which borders the subject on the north, but this was done only to serve that county office, as a courtesy. The appraised property is located in the ETJ of the City of Mission but within the La Joya Water Supply Corporation CCN, or service area. The LJWSC has a 12" water line along Scott Lane and a 4" water line along Schuebach Road. The LJWSC does not have sewer service in the area. The site is located in the ETJ of Mission and is not zoned at this time. The City of Mission does not have authority to provide water or sewer service to the property without the permission of the LJWSC. The City Manager for the City of Mission indicates that the City is unlikely to provide sewer service unless they also provide water service and receive revenue from water sales.

The property lies within an area with a mix of Zone AH, B and C flood insurance rate areas. Topography is near level. The appraiser has been provided with a survey for the whole property. The survey indicates that the property is located in a Zone B and C flood insurance rate area. The part to be acquired is a 140' wide strip off of the northeastern portion of the property.

SUBJECT SURVEY



Tax Information: The appraised property is located within the following taxing entities and is subject to the indicated tax rates: The tax accounts are included based on the current assessed value for 2008. The assessed value in the following grid reflects land an improvements.

TAXING ENTITIES	TAX RATES $/100
Hidalgo County Drainage District #1	$0.049200
Hidalgo County	$0.590000
South Texas College	$1.540000
Road District #5	$0.010900
La Joya ISD	$1.252000
South Texas ISD	$0.049200
COMBINED TAX RATE	$3.491300
Assessed Value	$797,790
Current Tax Load	$27,853

Improvement Description: N/A, As of the effective date of the appraisal, the subject property was unimproved.

Highest and Best Use - Whole Property: The subject site is located in a developing area of Palmview/Mission and central Hidalgo County. According to deed information, net land area is 93.921 acres and potable water, electricity, and telephone service is available in the area and to the site. A portion of the property is located in a special flood hazard area. It is within the ETJ of the City of Mission and is not zoned. Highest and best use is for residential or mixed commercial and residential use.

Part to be Acquired: The part to be acquired includes a 140' x 570' rectangular shaped tract of land out of the northeast part of the whole. The taking area is 1.83 acres. The taking does constitute an economic unit and the highest and best use is for a separate economic unit. Highest and best use is for commercial or residential use.

Remainder After the Taking: The remainder after the taking will include the remaining land. After the taking the whole property maintains similar physical characteristics and attributes. The remainder is not adversely affected as a result of the acquisition and the highest and best use after the taking remains for mixed use consistent with the limitations imposed by the tract shape and various encumbrances.

Discussion of Economic Unit: The property includes approximately 113.473 gross acres and it has 3,953.4' of non contiguous frontage along its eastern boundary, 816.6' of frontage along its southern boundary and 4,283' of non contiguous frontage along its western boundary. The property is bisected by a drainage ditch, Mile 1 South Road right of way (which has not yet been constructed), Scott Lane Road right of way (which has not yet been extended south through the property). For valuation purposes, an economic unit of 8 acres (348,480 sf) being 475' along Shuebach Road by a maximum depth of 735' is selected. Access to the site is from Schuerbach Road across a 140' wide abandoned easement in favor of HCID #6. The 140' abandoned easement is currently utilized by Hidalgo County Drainage District #1 as part of the drainage system for Hidalgo County. The appraiser was advised that the abandoned easement will remain in its current configuration and could be utilized for ingress/egress purposes to the 8.0 acre economic unit. The site configuration is suitable for residential use and the site is of sufficient size to utilize an on site septic system. The economic unit and the part to be acquired are located in a flood zone "B" flood insurance rate area. Highest and best use for the economic unit is for commercial or residential use. The 8.0 acre economic unit is consistent with other tracts in the area that have a similar highest and best use. The compensation for the part to be acquired is a pro rata share of the whole.

VALUATION
OF PART TO BE ACQUIRED
LAND VALUATION
Representative Comparable Sales

	Subject	Sale #1	Sale #2	Sale #3
Grantor		3 L Lots & Developers	Oscar Garza and Noralinda Garza	Arnaldo Salazar Estate
Grantee		3 Diamonds, Inc.	Felix Chavez, Jr.	Valley West Plaza
Sale Price		$100,000	$285,000	$300,000
Date of Sale		July, 2007	Sept. 30, 2008	August 2008
Unit Value/Acre		$20,964	$32,605	$37,500
Location	Shuebach and Scott Lane, S/o of Bus 83	Scott Lane, S/o Business 83	Mile 2 and Breyfogle, SEC	Ebony Highland Drive
Property Rights	Fee Simple	Similar	Similar	Similar
Financing	Cash	Similar	Similar	Similar
Conditions Sale	Arm's length	Similar	Similar	Similar
Market Conditions	**June 2009**	**Similar**	**Similar**	**Similar**
Time Adjusted Value		**$20,964**	**$32,605**	**$37,500**
Location/Interior	Interior	Similar/Interior	Corner	Interior
Adjustment		0%	-10%	-10%
Physical Characteristics	8.0 acres	4.77 acres	8.741 acres	8.0 acres
Size Adjustment		-10%	0%	0%
Tract Shape/ Dimensions Utilities	Rectangular 474' x 735'	Rectangular 330' x 630'	Slightly Irregular 635' x 615'	Rectangular 660' x 528'
Adjustment		0%	0%	0%
Topography/ Easement	Zone B No Adverse	Zone B No Adverse	Zone C No Adverse	Zone C No Adverse
Adjustment		0%	-5%	0%
Net Adjustment		**-10%**	**-15%**	**-10%**
Adjusted Value		**$18,868**	**$27,714**	**$33,750**

Land Sale No. 1

Property Identification

Record ID	1624
Property Type	Development Land - Residential
Address	Palmview, Hidalgo County, Texas
Location	Scott Lane, east side, ± 0.34 mile south of Business 83
Tax ID	D2800-00-003-0006-00

Sale Data

Grantor	3 L Lots & Developers, LLC, a Texas LLC
Grantee	3 Diamonds, Inc. a Texas Corporation
Sale Date	July 17, 2007
Deed Book/Page	DOC #1784696
Property Rights	Surface only
Conditions of Sale	Arm's length
Financing	Cash to Seller
Sale History	See Remarks
Verification	Norberto Salinas (Grantee); 956-584-0262, November 19, 2008; Other sources: Deed Records, Confirmed by Paul Haerther
Sale Price	$100,000

Land Data

Topography	Below street grade, brushy
Utilities	Water, electricity and telephone
Dimensions	330' x 630'
Shape	Rectangular
Flood Info	Zone "B"
Depth	630

Land Size Information

Gross Land Size	4.770 Acres or 207,781 SF
Useable Land Size	4.770 Acres or 207,781 SF , 100.00%
Front Footage	330 ft Total Frontage: 330 ft Scott Lane

Indicators

Sale Price/Gross Acre	$20,964
Sale Price/Gross SF	$0.48
Sale Price/Useable Acre	$20,964
Sale Price/Useable SF	$0.48
Sale Price/Front Foot	$303

Legal Description

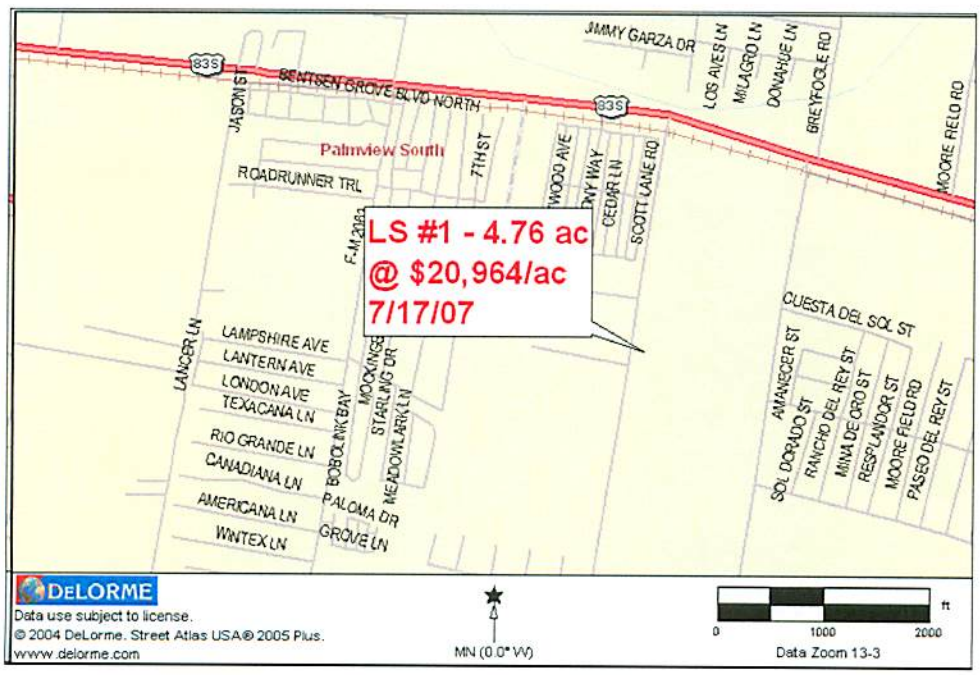
Lot Six (6) Block Three (3), Del Monte Orchard Subdivision, No 1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 5, Page 25, Map Records,

Remarks

The seller has provided the appraiser with a survey which indicates that the property is bisected east to west for 620' of its depth by a 40' wide drainage ditch which includes its spoil bank. (Another survey provided by HCDD#1 seems to indicate that the ditch is an abandoned drainage easement.) This ditch is in the tract's northern area and 60.5' of the tract's width is located to the north of the ditch. The ditch has been backfilled and the uninhabitable structures removed and the brush cleared.

LAND SALE #1 - PHOTO & MAP EXHIBIT





Land Sale No. 2

Property Identification

Record ID	1698
Property Type	Development Land - Mixed Use
Address	Mission, Hidalgo County, Texas 78572
Location	Breyfogle Rd and Mile 2 Rd North, the SEC
Tax ID	N1200-01-000-0040-00

Sale Data

Grantor	Oscar Garza and wife, Noralinda G. Garza
Grantee	Felix Chavez, Jr.
Sale Date	September 30, 2008
Deed Book/Page	1927955
Property Rights	Surface only
Marketing Time	237
Conditions of Sale	Arms length
Financing	$200,000 note to San Antonio National Bank
Verification	Glissy Herrera, Office mgr. Real Estate Investments Co.; 956-605-7142, June 16, 2009; Confirmed by Tony Morin
Sale Price	$285,000

Land Data

Topography	Brushy, at or below street grade
Utilities	Water, sewer, electricity and telephone
Dimensions	635' x 615'
Shape	Slightly irregular
Flood Info	Zone C 480334 0400C 11/16/82
Depth	635

Land Size Information

Gross Land Size	9.620 Acres or 419,100 SF
Useable Land Size	8.741 Acres or 366,447 SF , 90.86%
Unusable Land Size	0.879 Acres or 52,654 SF , 9.14%
Front Footage	1,250 ft Total Frontage

Indicators

Sale Price/Gross Acre	$29,626
Sale Price/Gross SF	$0.68
Sale Price/Useable Acre	$32,605
Sale Price/Useable SF	$0.75
Sale Price/Front Foot	$228

Legal Description

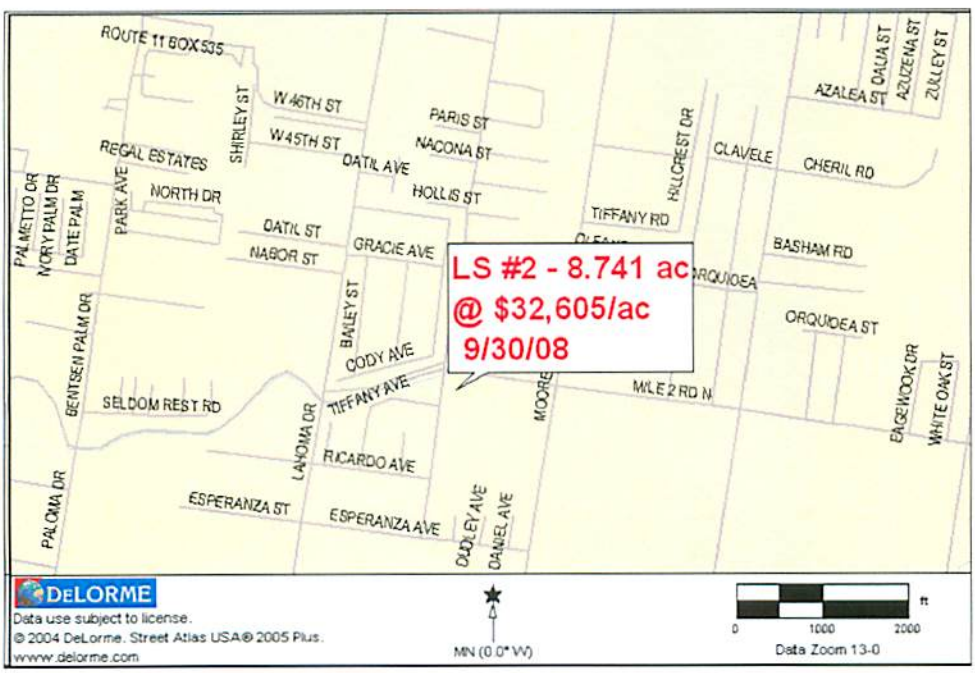
Tract I: All of Lot 40, New Caledonia Unit No. 1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 6, Page 19, Map Records of Hidalgo County, Texas. Save and except that portion of said property conveyed to the County of Hidalgo by deed dated March 19, 2004 executed by Oscar Garza and wife, Noralinda G. Garza, filed for record on March 25, 2004 in the office of the County Clerk of Hidalgo County Texas under Document No.. 1313588.
Tract II: A tract of land 20 feet in depth by 660 feet in width located immediately North of and along the northern boundary of Lot 40, New Caledonia Unit No. 1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 6, Page 19, Map Records of Hidalgo County, Texas and being a portion of the property conveyed to Grantor by the American Land Company of Texas by Warranty Deed dated September 30, 1936 recorded in Volume 419, Page 179, Deed Records of Hidalgo County, Texas.

Remarks

This is the sale of an irregular shaped brush tract having frontage on Breyfogle Rd. (aka Shuebach Rd) and on Mile 2 North Road in the western area of Mission. Sewer service is in the area, running east along the north side of Mile 2 North Road but it is not located south of Mile 2 on Breyfogle Road. Tract 2 is a 660' by 20' strip lying along the north side of Mile 2 North Road.

LAND SALE #2 - PHOTO & MAP EXHIBIT





Land Sale No. 3

Property Identification

Record ID	1645
Property Type	Development Land - Residential
Address	Mission, Hidalgo County, Texas
Location	Ebony Highland Drive, West of Bryan Road

Sale Data

Grantor	Arnoldo Salazar, Jr. Estate, Patty Salazar Administratrix
Grantee	Valley West Plaza/Villa Rama East Subdivision
Sale Date	August 21, 2008
Deed Book/Page	DOC #1922517
Property Rights	Surface
Conditions of Sale	Arms Length
Financing	Cash to Seller
Verification	MLS #115385/Real Estate Inv. Co.; (956) 687-9737, January 20, 2009; Other sources: Deed Records, Confirmed by Paul Haerther
Sale Price	$300,000

Land Data

Topography	Generally Level
Utilities	Water, Electric
Dimensions	660' (north/south) x 528' (east/west)
Shape	Rectangular
Flood Info	Zone "C"

Land Size Information

Gross Land Size	8.000 Acres or 348,480 SF
Useable Land Size	8.000 Acres or 348,480 SF , 100.00%

Indicators

Sale Price/Gross Acre	$37,500
Sale Price/Gross SF	$0.86
Sale Price/Useable Acre	$37,500
Sale Price/Useable SF	$0.86

Legal Description

Tract 1 - The North 330 feet of the West 528 feet of Lot 31-10, West Addition to Sharyland, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Tract 2 - The South 330 feet of the West 528 feet of Lot 31-10, West Addition to Sharyland, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 56, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Remarks

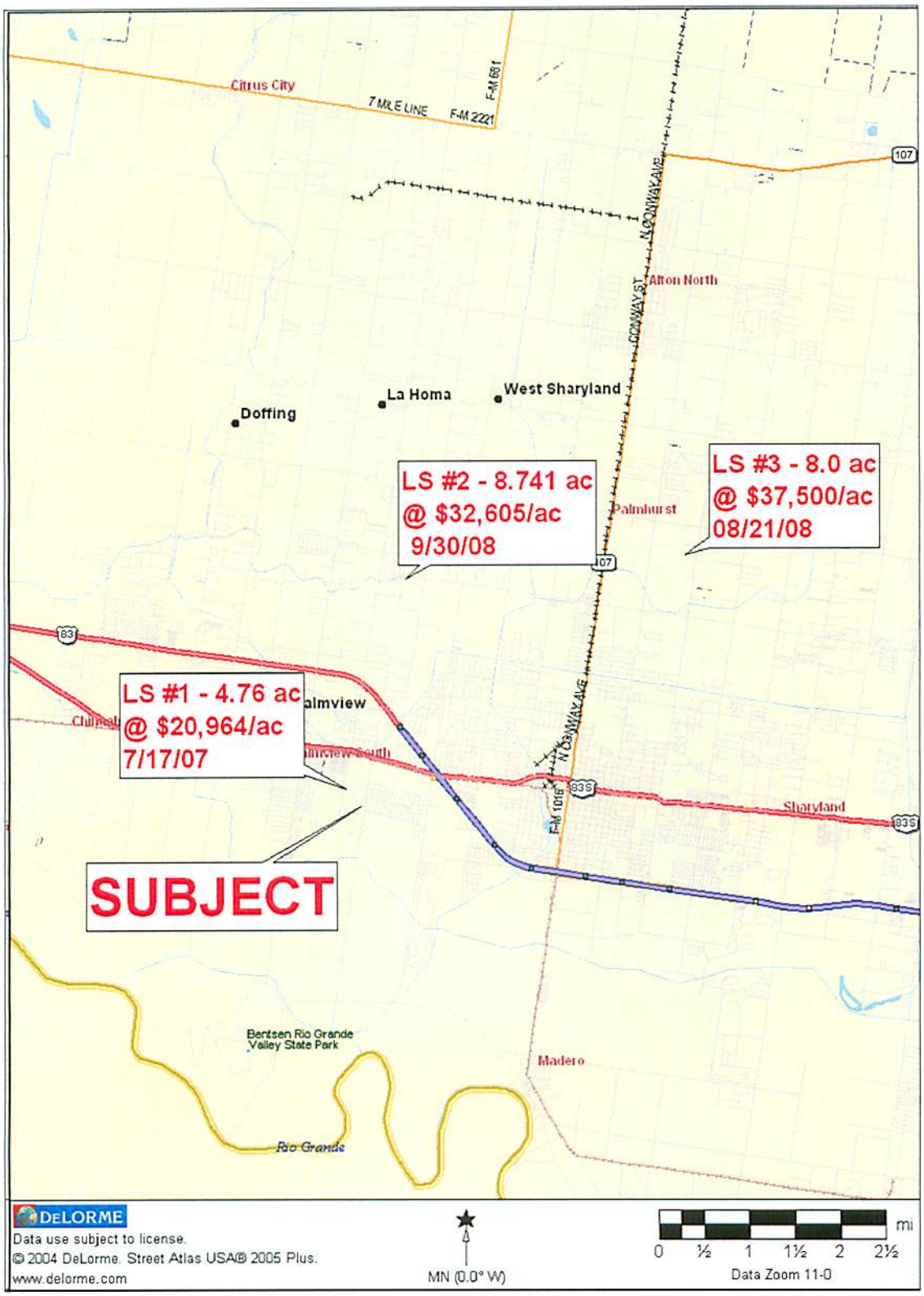
This is a sale of a vacant residential development tract located at the end of Ebony Highland Drive to the west of Bryan Road to the north of the City of Mission, Texas. The property is 528' wide from east to west by a depth of 660' from north to south. The property is only accessible from Ebony Highland Drive, which leads to Bryan Road to the east. Tract size is 8.0 acres and the property has access to city water and electrical services. The property was purchased for development of a five lot residential subdivision, which is currently under construction.

LAND SALE #3 - PHOTO & MAP EXHIBIT





LAND COMPARABLE MAP



Explanation of Adjustments with Reconciliation:

The appraised property and comparable sales are similar for property rights conveyed, financing terms, and conditions of sale. No adjustment is necessary for these elements of comparison.

Market Conditions - The comparable sales were conveyed between July 2007 and August 2008. The date of current appraisal is June, 2009 and the comparable sales precede the date of appraisal from 9 months to 23 months. Market conditions had been rising throughout Hidalgo County for the period from 2006 through 2007. Around year end 2007, prices began to stabilize and is some cases may have begun to decrease. The appraiser will include a market conditions adjustment of 5% per year. The adjustments will be applied in increments of 5% to year end 2007. No adjustment is included for 2008 due to a lack of comparable data to support a change in direction for market conditions from 2008 to the present.

Location - The appraised property is an interior site located south of Business 83 along Shuebach Road in the Palmview/Mission area and in the ETJ of the City of Mission. It is a developing area and continued residential development is expected. The appraisers note new construction in the area with farmland steadily transitioning to residential use. Sales #1 is an interior site located across Scott Lane from the subject making it similar for location. Sale #2 is a corner location at Breyfogle and Mile 2 North. This area is also experiencing rapid growth. The subject is similar for location and inferior for corner influence and Sale #2 is adjusted downward in the grid. Sale #3 is located on Ebony Higland Drive, which is located about 2/3 mile north of Mile 2 North Road. This area is superior to the subject and Sale #3 is adjusted downward in the comparison grid.

Size - The element of size is considered to be a necessary adjustment in this market area. Size adjustments reflect the observed condition that smaller sized tracts frequently sell for higher unit values than larger sized tracts. The adjustment is based on a doubling system with an allocation of 10% for each doubling between the subject and comparable sale.

Shape, Topography & Flood Zone - The appraised property and comparable sales are basically level tracts located in similar flood zones. No adjustments are necessary for this item of comparison. The subject property offers 735' of depth from east to west. The subject is similar to the comparaable sales for shape/depth and no adjustement is necessary.

Utilities - The subject is located in an area that has water, electricity and telephone service but no sewer service. Sale #1 and #3 are similar for utilities. Sale #2 is located in an area with sewer service along the north side of Mile 2 North Road. The subject is inferior for utilities and Sale #2 is adjusted down in the comparison grid.

The adjusted range of value is $18,868 to $33,750 per acre. All sales have been considered. More weight is given to Sale #2 and Sale #3 for their more recent dates and a unit value of $30,000/acre is selected for the subject property. Based on a unit value of $30,000 per acre, the site value for the whole property would be $240,000 (8.0 acres @ $30,000/acre = $240,000).

ESTIMATED VALUE OF ACQUISITION

Easement	0.00	ac/sf	@ $	$0	$	0		
Fee	1.83 acre	ac/sf	@ $	$30,000	$	$54,900		
Total Land							$	54,900
Improvements								
							$	
							$	
							$	
							$	
							$	
							$	
							$	
Total Improvement Value							$	0
Total Value as a Unit							$	54,900
Cost to Cure Damages (if any)							$	
Estimated Total Compensation							$	54,900

Furnish comments on attachments as necessary.

Land value in the taking is based on comparable sales and utilizing a sales comparison approach.

The appraiser has considered the impact of the acquisition on the whole property and on the remainder before and after the taking. After the taking the remaining property has very similar physical characteristics. The appraiser has concluded that there are no damages as a result of the proposed acquisition.

CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report: I certify that, to the best of my knowledge and belief:

- the statement of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusion.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction on value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property).
- no one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated).
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, John H. Malcom, Jr. has completed the requirements of the continuing education program of the Appraisal Institute.
- I do not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraiser(s) signing this appraisal report.
- The date of appraisal is June 12, 2009.

John H. Malcom, Jr, MAI, CCIM, SR/WA
(Did Physically Inspect Property)
Texas General Real Estate Appraiser,
Certificate #TX-1320239-G

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

The appraiser assumes:

That the record owner has a marketable fee simple title to the subject property.

This report is submitted subject to the following contingent conditions:

1. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, leases, use restrictions and reservations, easements, cases or actions pending, tax liens, and bonded indebtedness, unless otherwise specified. The property has been appraised as though free and clear and under responsible ownership unless otherwise noted in the report.

2. No survey has been made as to mineral ownership, drilling or mining rights in the property. No representation as to these rights is made herein.

3. No survey, legal, or engineering analysis of this property has been made by use. It is assumed that the legal description and area computations furnished are accurate. We assume the existing boundaries to be correct, and assume no responsibility for any conditions not readily observable from our customary inspection of the premises, which might affect the valuation, excepting those items specifically mentioned in this report. This report assumes the condition of the property unchanged since the date of last field inspection.

4. This report is based in part upon information assembled from a wide range of sources, and therefore the incorporated data cannot be guaranteed in any fashion. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering, construction and structural data, title and use restrictions, zoning and proposed public or private projects in the area. Information, estimates, and opinions furnished to the appraiser, and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraisers. The appraiser assumes no responsibility for independently verifying this information. If the client has any question regarding this information, it is the client's responsibility to seek whatever independent verification is deemed necessary.

5. We suggest that independent verification within these categories be accomplished as a prerequisite to any transaction involving sale, lease or other significant commitment of subject property, and that such verification be performed by the appropriate specialists.

6. The appraisers, by reason of this appraisal, are not required to give testimony or to be in attendance in court or at any governmental or other hearing with reference to the property without prior arrangements having been made with the appraisers relative to such additional employment.

7. The distribution of valuation between land and buildings applies only under the program of utilization and conditions stated in this report and is invalidated under any other program of utilization.

8. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI, SRPA, SRA, SREA, or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

10. Sketches are accurate only for purposes of approximation. They are in no way intended to be accurate engineer's drawings and should not be used as such.

11. Value is reported in dollars on the basis of the national economy prevailing on the date of appraisal.

12. That efficient management will exist in connection with the further use of the property.

13. That the property will be adequately maintained in a good physical condition.

14. The appraisers regard real estate as "...land, and structures of a permanent nature erected thereon. In general, all immovable things...".

15. It is assumed that applicable federal, state, and local land use statutes and zoning regulations permit use of the property for any lawful purpose.

16. Although an effort has been made to determine if the appraised property is subject to flooding, no responsibility is assumed for the accuracy of the maps and other information utilized for that purpose.

17. It is assumed that property inspected is in average physical condition, considering its age, location and nature of use, unless the appraisal specifies a different condition.

18. Typical mortgage financing as customarily secured for the type of property that is the subject of this appraisal is considered. If a favorable mortgage position is considered, it will be specifically identified in the report.

19. If any improvements were included in this appraisal, a careful visual inspection was made, and any deferred maintenance or apparent physical defects have been noted in the report. The appraisers, however, assume no responsibility for any hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for engineering which might be required to discover such factors and no inspection of other walls or under floors have been made. It is assumed that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition. If the client has any questions regarding these items, it is the clients's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.

20. If the improvements are proposed construction or under construction, then the final value estimate is contingent upon completion according to plans, specifications, description of improvements, and applicable to building and safety codes.

21. Urea Formaldehyde Foam Insulation (UFFI) Warning: The United States Consumer Product Safety Commission (CPSC) has banned the future installation of Urea Formaldehyde Foam Insulation (UFFI), having determined that such insulation can present an unreasonable health risk to those exposed to it. The presence or absence of UFFI in this property has not been established. If UFFI is present, this appraisal is null and void.

22. The inspection of the property is for the sole purpose of determining value. An inspector registered with the Texas Real Estate Commission should be consulted if the purpose is to determine condition of structural, electrical, mechanical, plumbing, termites or other components and/or their relevance to property condition addendum in sales contract.

23. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

24. The appraisal of the Whole Property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property except the influence of the proposed road project. This exception was made under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice.

25. The appraisal of the Remainder considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property including the use to which the part taken is to be put and the effects of the condemnation but excluded the effects of all non-compensable elements. Such exclusion is permitted under the Jurisdictional Exception provision to the Uniform Standards of Professional Appraisal Practice.

QUALIFICATION OF THE APPRAISER
JOHN H. MALCOM JR, MAI, CCIM, SR/WA

EDUCATION

College

University of Texas at Austin, B.B.A. Degree Finance
Southwest Texas State University

American Institute of Real Estate Appraisers

Exam 1A1- Real Estate Appraisal Principles - July 23, 1982
Exam 1A2- Basic Valuation Procedures - January 28, 1983
Exam I410- Standards of Professional Practice, Part A - March 20, 1997
Exam I420- Standards of Professional Practice, Part B - March 22, 1997
Exam 430 - Standards of Professional Practice, Part C - September 17, 2002
Exam 1B-A Capitalization Theory and Techniques Part A - June 08, 1985
Exam 1B-B Capitalization Theory and Techniques Part B - June 15, 1985
Exam 3 - Rural Valuation - March 17, 1986
Exam 2-1 Case Studies - September 26, 1987
Exam 2-2 Report Writing Valuation & Analysis - October 3, 1987
Comprehensive Examination - Passed February 13, 1989
Exam - Feasibility, Market Value, Investment Timing: Option Value - October 23,2002

Commercial Investment Real Estate Institute

Exam CI 101 - Fundamentals Real Estate Investment & Taxation - October 4, 1991
Exam CI 201 - Market Analysis for Commercial Real Estate - June 12, 1992
Exam CI 301 - Decision Analysis for Commercial Real Estate - August 7, 1992
Exam CI 402 - Essentials of Marketing Commercial Property & Services - 9/23/1995
Comprehensive Examination - Passed January 28, 1993

International Right of Way Association

Course 100 - Principles of Land Acquisition - October 23, 1998
Course 103 - Ethics and the Right of Way Profession - February 15, 2000
Course 214 - Skills of Expert Testimony - February 18, 2000
Course 401 - Appraisal of Partial Acquisitions - June 18, 1999
Course 800 - Principles of Real Estate Law - March 28, 2001
Course 803 - Eminent Domain Law Basics / Right of Way Professionals - Feb. 16, 2000
Course 900 - Principles of Real Estate Engineering - October 19, 2000
Course 215 - Pipeline Right of Way Agents Development Program - October 16, 2001
Course 206 - Presentation Skills - 1/18/2002
Course 403 - Easement Valuation - 6/04/2004
Comprehensive Examination - Law Section - Completed March 31, 2001
Comprehensive Examination - Negotiation Section - Completed May 26, 2001
Comprehensive Examination - Appraisal Section - Completed June 25, 2001
Comprehensive Examination - Engineering Section - Completed October 18, 2001

PROFESSIONAL AFFILIATIONS

Member National Association of Realtors
Member Texas Association of Realtors
Member Greater McAllen Association of Realtors
Licensed Real Estate Broker State of Texas, #305134
Member Appraisal Institute, MAI Certificate #8467
Texas General Real Estate Appraiser, Certificate #TX-1320239-G
Commercial Investment Real Estate Institute, CCIM Certificate #4906
Senior Member, International Right of Way Association, SR/WA - Registration #4785

PROFESSIONAL EXPERIENCE: 1981 to Present - Real estate appraiser Professional Appraisal Service, Inc., Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, residential & office condominiums, office buildings, retail centers, motels, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, grain elevators, residential, commercial, and industrial subdivisions, right-of-way appraisals, appraisals of partial interests (leased fee, sandwich leases, and leasehold estates). Qualified as expert witness for court testimony.

1977 - 1981 Account executive with New York Stock Exchange member of Rotan Mosle in McAllen, Texas. Responsible for investment analysis and portfolio management for individual clients.

CONTINUING EDUCATION - SEMINARS

2001 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2002 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2003 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2004 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas

AI-23327 **24.A.**

Bank account for FEMA Reimbursement for Alex/Flooding Event
CC REGULAR

Date: 10/12/2010
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval and authorization for County Treasurer to establish the necessary account with Hidalgo County's depository bank as set forth by the Federal Emergency Management Agency and the State of Texas for the receipt of funds for the Alex/Flooding event.

BACKGROUND

Account will be used to deposit reimbursements from FEMA to Hidalgo County.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** New Bank Account #

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

BUDGETARY IMPACT:

FEMA is to reimburse 75% of the substantiated actual costs incured during and post Hurricane Alex and the subsequent flooding event.

The creation of the bank account requires no funding at this time.

Attachments

Link: Hurricane Alex Direct Deposit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/05/2010 10:49 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/06/2010 08:46 AM	APRV
3	Auditor's Office	Linda Fong	10/07/2010 03:26 PM	APRV
4	Purchasing Department	Marty Salazar	10/07/2010 03:35 PM	APRV

Form Started By: Dale Kennan Started On: 10/05/2010 09:26 AM

Final Approval Date: 10/07/2010

PRINT FORM | CLEAR FIELDS

Comptroller of Public Accounts FORM 74-176 (Rev.7-10/8)

For Comptroller's Use Only

Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients
- *to receive payments from the state of Texas by direct deposit*
- *to change or cancel existing direct deposit information*

For State Agency Use
- ☐ Advance Payment Notification
- ☐ International Payments Verification
- ☐ Interagency Transfer

Transaction Type

SECTION 1

- ☐ New setup *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change financial institution *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change account number *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change account type *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Cancellation *(Sections 2 and 4 - Sections 7 and 8 for state agency use)*

Payee Identification

SECTION 2

Social Security Number (SSN) or Employer Identification Number (EIN)

Mail code *(If not known, leave blank.)*

Payee name *(Business/Individual)*

Phone number ( ) ext.

Mailing address | City | State | ZIP code

Financial Institution *(Completion by financial institution is recommended.)*

SECTION 3

Financial institution name | City | State

Routing transit number *(9 digits)* – –

Customer account number *(maximum 17 characters)*

Type of account ☐ Checking ☐ Savings

Financial representative name *(optional)*

Title *(optional)*

Financial representative signature *(optional)*

Phone number *(optional)* ( ) ext.

Date *(optional)*

Authorization for Setup, Changes or Cancellation *(required)*

SECTION 4

I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.

I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. *(For further information on these rules, please contact your financial institution.)*

sign here ▶ Authorized signature | Printed name | Date

International Payments Verification *(required)*

SEC 5

Will these payments be forwarded to a financial institution outside the United States?..... ☐ YES ☐ NO

Authorization for Advance Payment Notification Setup *(optional)*

SECTION 6

I authorize the Texas Comptroller of Public Accounts to send an e-mail notification one business day prior to the payment posting to my account. I understand that notifications may include payment information that is considered confidential and therefore exempt from public disclosure.

Contact name *(Please print)*

Contact phone number ( ) ext.

E-mail address

Cancellation by Agency *(for state agency use)*

SEC 7

Reason | Date

Authorized Signature *(for state agency use)*

SECTION 8

sign here ▶ Signature | Phone number ( ) ext. | Date

Agency name | Agency number

Comments

Instructions for Vendor Direct Deposit / Advance Payment Notification Authorization

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exception in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at (800) 531-5441, ext. 6-6057.

Section 1: Select the appropriate transaction type(s).

Section 2: Provide the Social Security Number or Employer Identification Number (EIN).

Section 3: Completion by financial institution is recommended.
Important: Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.
Note: A prenote test will be sent to your financial institution for the account information entered into the Comptroller's system. The prenote test is a period of 14 calendar days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the 14 calendar day prenote time frame has expired.

Section 4: Must be completed in its entirety, and no alterations to the authorization language will be accepted.

Section 5: **If you receive state payments by direct deposit which are forwarded from a United States financial institution to a financial institution outside the United States, please contact the Texas Comptroller of Public Accounts at (512) 936-8138 and FAX your form to (512) 475-5424 or send to tins.mail@cpa.state.tx.us.**

Section 6: Provide the contact name, phone number and e-mail address to which payment notifications are to be sent. Notifications are sent for direct deposit payments only and sent by e-mail one business day prior to the deposit.

Submit the completed form to the state agency with which you are conducting business. If the agency is unknown, please call (512) 936-8138 to obtain contact information.

For State Agency Use

Section 7: Provide reason for cancellation request.

Section 8: Must be completed if submitting form to the Comptroller's office for international payment verification or interagency transfer processing. Indicate requested action using the "For State Agency Use" box located at the top of the form.

If an international payments verification or interagency transfer is requested by the agency, select the desired action(s) in the box on the upper right corner of the form and submit the form to the Comptroller's office. State agencies should complete the direct deposit setup or change prior to submitting the form to the Comptroller's office.

AI-23334 **24.B.1.**

Deletion of Public Information Specialist position & reclassification of Executive Assistant II Position

CC REGULAR

Date:	10/12/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Co Clerk's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Deletions/ Reclassifications:
a. Approval to delete/ reclassify the following full time position(s) in the Classification and Compensation Plan (Position Inventory) , effective 10/25/10, as per the Hidalgo County Personnel Handbook. Reviewed and recommended by the Classification Committee.

Action	Slot No.	Dept Name/ No.	Current Position Title	Current Grade Level	Proposed Position Title	Proposed/ Recommended Grade Level	No. of Positions
Deletion	007	Co. Clerk 180-001	Public Information Specialist	8	N/A	N/A	1
Reclassification	009	Co. Clerk 180-001	Executive Assistant I	11	Executive Assistant II	13	1

b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FROM DELETED PUBLIC INFORMATION SPECIALIST POSITION.

Attachments

Link: FISCAL NOTE
Link: REVISED SALARY SCHEDULE
Link: DELETION- BACKUP
Link: RECLASSIFICATION BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/05/2010 03:22 PM	APRV
2	Budget & Management	Sylvia Solis	10/06/2010 08:40 AM	APRV
3	Rosalinda Cantu (Originator)	Rosie Cantu	10/07/2010 03:06 PM	APRV
4	Budget & Management	Sylvia Solis	10/07/2010 03:27 PM	APRV
5	Sylvia Solis	Sylvia Solis	10/08/2010 02:45 PM	APRV
6	Rosalinda Cantu (Originator)	Rosie Cantu	10/08/2010 02:49 PM	APRV
7	Auditor's Office	Angela Garcia	10/08/2010 03:56 PM	APRV

Form Started By: Rosie Cantu Started On: 10/05/2010 12:00 PM

Final Approval Date: 10/08/2010

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, October 12, 2010

REVISED 10/07/10

Agenda Item: 23334

Summary of request/proposal:

(1) Approval to delete one full time Public Information Specialist position, slot no. 007, Grade level 8.
(2) Approval to reclassify one full time Executive Assistant I position, slot no. 009, Grade level 11 to Executive Assistant II, Grade level 13 in the Classification and Compensation Plan (Job Description Index), effective 10/25/10. Reviewed and recommended by the Classification Committee.

Fund	Current Position Title	Slot#	Obj	G	S	Proposed Position Title	Slot#	Obj	G	S	Current Step & Grade Salary	Proposed Step & Grade Salary	Total Adjustment/ Salary Requested
1100	Public Information Specialist	0007	113	8	1	N/A	N/A	N/A	-	-	$31,815.00	$0.00	($31,815.00)
1100	Executive Assistant I	0009	113	11	1	Executive Assistant II	0009	113	13	1	$39,493.00	$46,747.00	$7,254.00
									TOTAL:				($24,561.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-40-180-001-0-	113	CO. CLERK'S-	REG F/T EMPLOYEES	($4,705.17)
0-1100-415-40-180-001-0-	211	CO. CLERK'S-	HEALTH INSURANCE	($518.57)
0-1100-415-40-180-001-0-	212	CO. CLERK'S-	LIFE INSURANCE	($5.17)
0-1100-415-40-180-001-0-	220	CO. CLERK'S-	FICA	($359.95)
0-1100-415-40-180-001-0-	230	CO. CLERK'S-	RETIREMENT	($447.93)
0-1100-415-40-180-001-0-	250	CO. CLERK'S-	UNEMPLOYMENT COMP	($23.53)
0-1100-415-40-180-001-0-	260	CO. CLERK'S-	WORKER'S COMP	$0.00
			2010 Budgetary Impact	($6,060.32)

2011 Budgetary Impact: ($31,634.90)

Possible Funding Sources: FUNDS FROM DELETED POSITION

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

COUNTY CLERK

AI- 23334

REVISED 10/07/10

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY CLERK				87,360.00	87,360.00	0.00	0.00	0.00	8,000.00	0.00	95,360.00
0002	113	CHIEF DEPUTY				68,729.00	68,729.00	540.00	0.00	0.00	0.00	0.00	69,269.00
0003	113	OFFICE MANAGER				60,211.00	60,211.00	0.00	0.00	0.00	0.00	0.00	60,211.00
0004	113	COURTS MANAGER	13	3	50,019.00	50,019.00	50,019.00	1,680.00	0.00	0.00	0.00	0.00	51,699.00
0005	113	INTERNAL AUDITOR III	13	3	50,019.00	50,019.00	50,554.00	720.00	0.00	0.00	0.00	0.00	51,274.00
0006	113	COLLECTIONS SUPERVISOR	13	1	46,747.00	46,747.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETION OF POSITION											
~~0007~~	~~113~~	~~**PUBLIC INFORMATION SPECIALIST**~~	~~8~~	~~1~~	~~31,815.00~~	~~31,815.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0008	113	ADMINISTRATIVE ASSISTANT III	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
		RECLASSIFICATION OF POSITION											
		EXECUTIVE ASSISTANT II	**13**	**1**	**46,747.00**	**46,747.00**							
0009	**113**	~~**EXECUTIVE ASSISTANT I**~~	~~**11**~~	~~**0**~~	~~**38,074.00**~~	~~**38,074.00**~~	**39,493.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**39,493.00**
0010	113	DEPUTY COUNTY CLERK III	9	4	37,969.00	37,969.00	37,969.00	1,740.00	0.00	0.00	0.00	0.00	39,709.00
0012	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,613.00	0.00	0.00	0.00	0.00	0.00	34,613.00
0013	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,613.00	840.00	0.00	0.00	0.00	0.00	35,453.00
0014	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,971.00	600.00	0.00	0.00	0.00	0.00	35,571.00
0015	113	DEPUTY COUNTY CLERK III	9	1	34,360.00	34,360.00	34,748.00	1,200.00	0.00	0.00	0.00	0.00	35,948.00
0016	113	DEPUTY COUNTY CLERK II	7	1	29,458.00	29,458.00	29,458.00	660.00	0.00	0.00	0.00	0.00	30,118.00
0017	113	DEPUTY COUNTY CLERK II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0018	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0019	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	420.00	0.00	0.00	0.00	0.00	30,909.00
0020	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0021	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	480.00	0.00	0.00	0.00	0.00	30,969.00
0022	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	600.00	0.00	0.00	0.00	0.00	31,089.00
0023	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	540.00	0.00	0.00	0.00	0.00	31,029.00
0024	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0025	113	DEPUTY COUNTY CLERK I	5	5	28,792.00	28,792.00	29,012.00	420.00	0.00	0.00	0.00	0.00	29,432.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

COUNTY CLERK

AI- 23334

REVISED 10/07/10

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0026	113	ADMINISTRATIVE ASSISTANT III	8	0	30,224.00	30,224.00	30,224.00	0.00	0.00	0.00	0.00	0.00	30,224.00
0027	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0028	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0029	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	600.00	0.00	0.00	0.00	0.00	28,508.00
0030	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	420.00	0.00	0.00	0.00	0.00	28,328.00
0031	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0032	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0033	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	420.00	0.00	0.00	0.00	0.00	28,328.00
0034	113	DEPUTY COUNTY CLERK I	5	0	23,993.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
0035	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0036	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	300.00	0.00	0.00	0.00	0.00	27,324.00
0037	113	DEPUTY COUNTY CLERK I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0038	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	600.00	0.00	0.00	0.00	0.00	27,624.00
0039	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0040	113	DEPUTY COUNTY CLERK I	5	2	26,140.00	26,140.00	26,140.00	0.00	0.00	0.00	0.00	0.00	26,140.00
0041	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0042	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0043	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0044	113	DEPUTY COUNTY CLERK I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0045	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0046	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0047	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	420.00	0.00	0.00	0.00	0.00	27,444.00
0048	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0049	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0050	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0051	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0052	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0053	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0054	113	DEPUTY COUNTY CLERK I	5	0	23,993.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

COUNTY CLERK

AI- 23334

REVISED 10/07/10

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0055	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0056	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0057	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0058	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0059	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0060	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0061	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0062	114	ASSISTANT DEPUTY COUNTY CLERK	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0063	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0064	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0065	114	ASSISTANT DEPUTY COUNTY CLERK	3	0	20,570.00	20,570.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
0066	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0067	114	ASSISTANT DEPUTY COUNTY CLERK	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0068	113	COLLECTIONS ANALYST	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
				Total	1,851,355.00	2,067,655.00	1,975,984.00	13,560.00	0.00	0.00	8,000.00	0.00	2,037,037.00

(1) Approval to delete one full time Public Information Specialist position, slot no. 007, Grade level 8.
(2) Approval to reclassify one full time Executive Assistant I position, slot no. 009, Grade level 11 to Executive Assistant II, Grade level 13 in the Classification and Compensation Plan (Job Description Index) , effective 10/25/10. Reviewed and recommended by the Classification Committee.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CLERK'S OFFICE

DATE: AUGUST 11, 2010

CURRENT POSITION TITLE: PUBLIC INFORMATION ~~OFFICER~~ Specialist JC

CURRENT SLOT. #: 001-0007

REQUESTED POSITION TITLE: DELETE POSITION
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETION POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ ~~N/A~~ Grade 8 Step 1 (Current Budgeted Salary) $ -0- (Proposed Budgeted Salary) $ $31,815.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other N/A

POSITION Type:

Full Time Employee Object 113 ☑ JC | Part Time Employee Object 114 ☐ | _____

Full Time Temporary Object 121 ☐ | Part Time Temporary Object 122 ☐ | $ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

HIDALGO COUNTY BUDGET OFFICE AUG 13 AM 9:32

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑ JC	Non-Exempt	☑ JC
N/A	☐		

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

DUTIES & RESPONSIBILITES BEING TRANSFERED TO EXECUTIVE ASSISTANT - EXECUTIVE ASSISTANT BEING RECLASSIFIED TO EXECUTIVE ASSISTANT II, slot 009 8/S JC

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

HIDALGO COUNTY
BUDGET OFFICE
AUG 12 AM 9:52

1. DEPARTMENT HEAD	DATE 8/11/10	FUNDING AVAILABLE IN DEPT. BUDGET	N/A	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED		☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/05/10	BUDGET PROCEDURES COMPLETED		☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE				

PUBLIC INFORMATION SPECIALIST

GRADE: 08

GENERAL DESCRIPTION

Under general direction of the County Clerk's Office, the Public Information Officer will coordinate public relation activities designed to provide County employees, citizens and area media with current information regarding all aspects of the County Clerk's Office. Provide direct support to the County Clerk and Chief Deputy in the areas of public information and media relations.

EXAMPLES OF WORK PERFORMED

Prepares responses to information requests and inquiries from media and the public for the County Clerk and/or Chief Deputy

Provides guidance and training to departmental personnel, including elected officials in communication skills, public relations techniques and effective interpersonal relations

Prepares news releases, newsletters, information articles, legislative testimony, speeches and other materials as assigned. Distribution of information includes the use of the Internet

Coordinates press conferences

Participates in preparation of educational and informational materials including films and slides for distribution to the public

Directs, conducts and/or arranges tours of The County Clerk's Office

Performs all other related duties involved in the operation of the business as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Public Relations, Journalism, Public Administration or related field. Three (3) years experience in the administration of a program relevant to assignment; Graduation from an accredited four-year college or university with major course work in a field relevant to assignment is generally preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Excellent written and verbal communication skills required.

Ability to enunciate and articulate well enough to speak to groups of people.

Ability to interact with Elected Officials, Department Heads, Media, Community and Civic Organizations, Government and Public Organizations, Private and Business Organizations and the general public.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: CO CLEK'S OFFICE | **DATE: 10/04/2010**

DEPARTMENT NUMBER: 180 | **PROGRAM NUMBER: 001**

CURRENT SLOT #: 009 | **NO. OF POSITIONS: 1**

DEPARTMENT CLASSIFICATION REQUEST- *RECLASSIFICATION*

CURRENT

EXECUTIVE ASSISTANT I	$39,493.00 G11 S0
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

EXECUTIVE ASSISTANT II	$46,747.00 G13 S1
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Executive Assistant II	$46,747.00 G13 S1
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1

SIGNATURES

E. Cortez/ejr	10.04.10
Human Resources Representative	**Date**
Norma G. García	10/04/10
County Treasurer Representative	**Date**
[signature]	10/04/10
Budget & Management Representative	**Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY CLERK'S OFFICE **DATE:** AUGUST 11, 2010

CURRENT POSITION TITLE: EXECUTIVE ASSISTANT I **CURRENT SLOT. #:** 001-0009

REQUESTED POSITION TITLE: EXECUTIVE ASSISTANT II
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ Grade 11 Step 0 39,493.00 (Current Budgeted Salary) $ Grade 13 Step 1 46,747.00 (Proposed Budgeted Salary) $ 7,254.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other FUNDED FROM DELETED POSITION / 001-0007 PUBLIC INFORMATION OFFICER

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months,etc)

CIVIL SERVICE:
Exempt ☑
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☑
Non-Exempt ☑ PC

HIDALGO COUNTY BUDGET OFFICE
AUG 13 AM 9 52

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

EMPLOYEE GIVEN ADDITIONAL RESPONSIBILITIES AND DUTIES FROM DELETED POSITION

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

(SEE ATTACHED)

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

HIDALGO COUNTY
BUDGET OFFICE
AUG 12 AM 9:52

1.	DEPARTMENT HEAD	8/11/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/05/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

EXECUTIVE ASSISTANT I

GRADE: 11

GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

EXECUTIVE ASSISTANT II

New

GRADE: 13

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

HIDALGO COUNTY
BUDGET OFFICE
10 AUG 12 AM 9 52

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience. Graduation from an accredited four-year college or university with major course work in business administration or a related field is generally preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

HIDALGO COUNTY
BUDGET OFFICE
AUG 12 AM 8 52

Effectively handle a work environment and conditions which involve:

- working closely with others
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Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
BUDGET OFFICE
10 AUG 12 AM 8 52

AI-23382 **25.A.4.**

Status/Old. Adm. Bldg. - 3rd floor renovations/status of 1st & 2nd floor renovations

CC REGULAR

Date:	10/12/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Status report submitted by Richard Sunday, Facilities Management, on the current on-going renovations to the third floor of the Adm. Bldg. including, but not limited to, specific preparation/necessary projects requiring completion prior to commencement of general contractor renovations, described as:

1. Asbestos Abatement through awarded vendor - R.L. Abatement, Inc.;
2. Elevator Modernization Project through awarded vendor - Thyssen Krupp;
3. Fire Alarm System Repair Project through awarded vendor - Firetrol;

b. Status report by project architect, Alcocer/Garcia Associates, Inc. on the (Renovation of first and second floors-including South wing of Adm. Bldg. - 100 E. Cano, Edinburg, TX) plans and specifications of the project and discussions/meeting with Judge-elect on review of County Judge office areas with applicable action/approval including, but not limited to the following:

1. Proposed date to submit final plans/specifications for CC approval; and, thereafter,
2. Proceed to advertise the project with the approved plans/specifications;
3. Submission of timelines for project;
4. Other related issues

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** various

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

BUDGETARY IMPACT:

2006-2010 C/O proceeds would be used for renovations to Adm. Bldg., 100 E. CANO, Edinburg, TX

See attached for the expense reports for the various accounts as of 10/01/10.

Attachments

Link: email 1

Link: email 2

Link: email 3

Link: various accounts

Link: backup

Link: Status Report from OCt 5, 2010

Form Routing/Status

Form Started By: Angela Garcia	Started On: 10/06/2010 04:11 PM
Final Approval Date: 10/08/2010	

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 29, 2010 12:48 PM
To: 'Nielda Cavazos'; 'Rocio Villarreal'; 'Moises Salazar'; 'Darlene Betancourt'; 'Oscar Garza'
Cc: valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #22985

Ms. Nielda:
Please attach to next week's agenda of (10-5-10) item dealing with status reports for Adm. Bldg. renovations to all floors.
Marty

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 5:53 PM
To: 'Martha Salazar'
Cc: valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: RE: 3rd Flr. Renovation Project Status Report/Agenda Item #22985

Sure.

RL Abatement Asbestos Project is already included below, see "start early October after Count Judge move." It has a maximum 45 duration per the contract, so it would then be done around mid-Nov.

Regarding the Fire Alarm System Repair project, I haven't heard back from you yet about my 9 Sept. request for "temporary monitoring" set up for Firetrol. Legal is reviewing the Monitoring contract for changes and Firetrol needs to have a "temporary monitoring" set up so they can get feedback on all the devices to verify they're working, even though the Control Panel is used for such as well. That way, they can eliminate any false alarm conditions. I'm estimating that project is about half way finished. Once the monitoring is set up, the rest of the project could be completed in October.

Per TK Elevators, now that Elevator #1 and the new control room for Elevator #4 is done, it will take about a month each for Elevators #2, 3, and 4 to be finished. At that rate, Elevator #2 should be done in October, Elevator #3 in November, and Elevator #4 in December, barring any unforeseen difficulties.

Given those time frames, it would appear that January 2011 would be a good target start date for the 1st and 2nd floor renovation construction projects.

Any questions please call.

Thanks,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 4:59 PM
To: 'Richard Sunday'
Cc: valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #22985
Importance: High

Mr. Sunday:
Can you please review this report you submitted on 9-20-10? We need more detail on the next to the last paragraph in which you detail three concurrent projects: Elevator Modernization, Fire Alarm System and Asbestos Abatement (thru selected vendor RL Abatement, Inc.). Please include the timeline for these projects to be completed so to inform the architect for the bidding, contracting and renovation construction of the 1st. & 2nd. Floors.
Thanks,
Marty
PS I would like to attach any changes to this report for next week's agenda!

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 2:03 PM
To: 'Angela'
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #22985
Importance: High

Thanks, Ms. Angela:
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 12:59 PM
To: 'Rene Ramirez'; 'ac.cuellar@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'
Cc: 'Sofia Hernandez'; 'raul.lozano@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli.cisneros@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'mingo.villarreal@co.hidalgo.tx.us'; 'gloria.beltran@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: FW: 3rd Flr. Renovation Project Status Report
Importance: High

TO ALL PARTIES:
Pursuant to a directive by the Hon. Hector "Tito" Palacios (on 9-14-10), contained below is the status report and timeline as reported by Facilities Management on the on-going third floor renovations of the former Adm. Bldg.
Respectfully forwarded,
Marty Salazar

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 12:52 PM
To: valde.guerra@co.hidalgo.tx.us
Cc: 'Martha Salazar'; seferino.garza@co.hidalgo.tx.us; 'Nelda Rios'; 'Adrian Guerra'; 'Daniel Flores'; irene.cantu@co.hidalgo.tx.us; roy.cazares@da.co.hidalgo.tx.us; 'Moises Salazar'
Subject: 3rd Flr. Renovation Project Status Report

To all concerned,
Pending on-time style/color/material selection confirmation of floor tile, RR sink countertops, RR partitions, recpt. countertops, RR cabinet sinks by the DAs office facilitated by Fac. Mgt. quote, requisition, PO and procurement, the following is the revised timeline for the 3rd Flr. Renovation Project Completion based upon recent past and current available workforce:

1) Ceiling grid half-way finished by 8 Oct. 2010.

2) When ceiling grid half-way finished, start installing lights, HVAC drops, and sprinkler drops. Ceiling grid and drops finished by 15 Oct. 2010.
3) Second coat of paint goes on before tile floor, before lighting control sensors installed, and before horns/strobes installed, correct? Second coat of paint finished by 1 Nov. 2010.
4) Lighting control sensors need installed/adjusted so lights work correctly before flooring contractor goes to work. That way they can see real well when they're leveling off the floor. Might as well install the horns/strobes at the same time, correct? Lighting control sensors and horns/strobes installed by 1 Nov. 2010
5) Whoever the flooring contractor ends up being, it will take a crew of 16 workers 3 weeks to do the floors since the floor needs so much prep work. Floors finished by 19 Nov. 2010.
6) Install ceiling tile by 1 Nov. 2010.
7) Glass installed in doors and frames, complete by 31 Oct. 2010.
8) One week for punchlist items, complete by 26 Nov. 2010.

With other obligations involving many other projects (always more in quantity than we have workers) and 15-20 new work orders received per day, out of 39 available workers (2 out on FMLA with injuries, 2 avg. out on vacation or sick) we've been able to maintain an avg. of 8-10 tradesmen on the job, or about 25% of our workforce, without sacrificing customer service and quality to the rest of the County. However, as mentioned in the last update, we've been unsuccessful obtaining Restitution and/or Community Service workers to double our workforce as was planned in the early Summer update targeting a mid to late Summer completion. Obviously, that did not come to fruition.

Concurrent with this project, we have also completed significant renovation and electrical work throughout the Old Admin. Bldg. to facilitate the Elevator Modernization Project and the Fire Alarm System Repair Project going on at the same time as this one. Please note the out-sourced 1st and 2nd Flr. Asbestos Abatement Project is scheduled to start in early October after we successfully move the County Judge's Office to the Mediplex.

Barring any Hurricanes or unforeseen delays in confirming the style/color/material of the above mentioned "submittals" typically handled by an architect on such a project but managed by us instead for a cost savings to the County, the 26 Nov. completion date should be accurate. Any questions or concerns, please do not hesitate to call.

Respectfully,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

Martha Salazar

From: Rene Ramirez [rene.ramirez@hidalgocountyjudge.com]
To: Martha Salazar
Sent: Wednesday, September 29, 2010 4:16 PM
Subject: Read: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #23222

Your message

To: Rene Ramirez; ac.cuellar@co.hidalgo.tx.us; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; valde.guerra@co.hidalgo.tx.us
Cc: Sofia Hernandez; raul.lozano@co.hidalgo.tx.us; Humberto. Garza; yoli.cisneros@co.hidalgo.tx.us; Mona.Parras; mingo.villarreal@co.hidalgo.tx.us; Gloria.Beltran
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #23222
Sent: Wed, 29 Sep 2010 17:05:45 -0400

was read on Wed, 29 Sep 2010 17:15:48 -0400

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 16, 2010 10:11 AM
To: 'Nielda Cavazos'
Subject: FW: Hidalgo County Old Administration Building Remodel

Print and attach AI#22985
Thx

From: Edo [mailto:edo@agadc.com]
Sent: Thursday, September 16, 2010 10:04 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Hidalgo County Old Administration Building Remodel

September 16, 2010

Ms. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas 78539

Re: 1st and 2nd floor Remodeling
Old Hidalgo County Administration Building
Edinburg, Texas

Dear Ms. Salazar:

We are in the process of renewing our professional liability insurance and need to know whether to list the above referenced project as ‘on-going’. If not, please advise.

We are approximately 98% complete with the A/E documents. The plans and specifications are based on meetings with staff from County Judges Office and District Attorney’s Office.

On May 2009, we were instructed to stop work on the project.

If project is still active, we need to schedule a meeting with staff to finalize plans and specifications.

We are available at anytime.

Eduardo Alcocer

956.607.6671

Martha Salazar

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]
Sent: Friday, October 01, 2010 11:38 AM
To: 'Larry Appel'
Cc: mmunos@firetrol.net; seferino.garza@co.hidalgo.tx.us; 'Martha Salazar'; valde.guerra@co.hidalgo.tx.us; 'Daniel Flores'
Subject: RE: Sprinkler Schedule

Update: Ceiling grid is 90% complete. Timing is good for Firetrol to do the Sprinkler Head Drops the week of 4 Oct. Thanks.

Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116 "Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

-----Original Message-----
From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Wednesday, September 01, 2010 8:49 AM
To: 'Larry Appel'
Cc: 'mmunos@firetrol.net'; 'seferino.garza@co.hidalgo.tx.us'
Subject: RE: Sprinkler Schedule

Dear Mr. Appel,
Sounds great, except item #4, Sprinkler Finish Out. To do that, obviously you need the ceiling grid installed, and we're perhaps a few weeks away from starting that. I'll check the scheduling/sequencing again and let you know a fairly firm date when the ceiling grid will be 80% complete.
Respectfully,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116 "Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

-----Original Message-----
From: Larry Appel [mailto:lappel@firetrol.net]
Sent: Wednesday, September 01, 2010 8:25 AM
To: Richard Sunday
Cc: mmunos@firetrol.net
Subject: Sprinkler Schedule

Mr Sunday:

1) Cap Heads in Elevator Control Rooms
2) Replace 3" OS&Y valve on 3rd floor
3) Repack fire pump and repack three 6" OS&Y valves to attempt repair due to being frozen "open"

- I would like to schedule and start (this work above) next week, beginning Tuesday.

4) Sprinkler Finish Out - 3rd floor

When can we man this portion of the job?

Larry Appel
Inspection/Service Sales
Firetrol Protection Systems
11111 Landmark 35 Dr
San Antonio, TX 78233
(210)270-8400 office
(210)270-8401 fax

Martha Salazar

From: Edo [edo@agadc.com]
Sent: Friday, October 01, 2010 11:38 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Remodel of Old Administration Building- First and Second Floor

October 01, 2010

Ms. Salazar,

Per your request we have compiled an estimated time line for the above referenced project.

•Final review of Plans by Owner – Allow Two Weeks
Add two to three weeks for any plan modifications

•Four weeks for Advertisement and Receipt of Bids

•One week to review bids

•Four to Six Weeks for CC action

Estimated Time: 3.5 to 4 Months before General Contractor begins work.

AGA
Alcócer García Associates, inc.
Eduardo Alcocer
956.607.6671

(210)324-4677 mobile
www.firetrol.net
lappel@firetrol.net
TXMAS # 6-03FAC020
GSA # GS-06F-0063S

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1336 CERT OF OBLIG,SERIES 2006							
0-1336-412-00-220-010-0-431	CO,2006-CRTHSE-BLDG&OTHR ST R&M SRV	292,404.27	.00	.00	.00	292,404.27	.00
0-1336-414-00-220-035-0-452	CO,2006-ELECTIONS-BLDG ADD & RENOV	41,579.47	.00	32,773.51	32,773.51	8,805.96	78.82
0-1336-419-00-115-073-0-452	CO,2006-ADM BLDG-100 E CANO-BLDG ADD&REN	515,164.62	.00	163,690.25	163,690.25	351,474.37	31.77
0-1336-419-40-220-027-0-431	CO,2006-FAC MGMT-BLDG&OTHR ST R&M SRV	22,965.00	.00	20,382.45	20,382.45	2,582.55	88.75
0-1336-419-40-220-043-0-452	CO,2006-ADM BLDG-100 E CANO-BLDG ADD & R	2,031,733.57	298,499.72	61,948.26	61,948.26	1,671,285.59	17.74
0-1336-441-00-340-021-0-452	CO,2006-H/D PHARR-BLDG ADD & RENOV	53,643.71	.00	.00	.00	53,643.71	.00
0-1336-441-00-340-022-0-452	CO,2006-H/D EDBG-BLDG ADD & RENOV	31,187.11	605.30	.00	.00	30,581.81	1.94
0-1336-441-00-340-023-0-452	CO,2006-H/D MCALLEN-BLDG ADD & RENOV	96,196.34	61.25	91,258.51	91,258.51	4,876.58	94.93
0-1336-441-00-340-024-0-452	CO,2006-H/D WESL-BLDG ADD & RENOV	21,054.54	61.25	.00	.00	20,993.29	.29
0-1336-441-00-340-030-0-452	CO,2006-H/D MISSION-BLDG ADD & RENOV	2,135.21	61.25	73.68	73.68	2,000.28	6.32
0-1336-441-00-340-034-0-452	CO,2006-H/D ELSA-BLDG ADD & RENOV	20,464.30	61.25	.00	.00	20,403.05	.30
0-1336-441-00-340-035-0-452	CO,2006-H/D HIDALGO-BLDG ADD & RENOV	2,104.81	61.25	.00	.00	2,043.56	2.91
0-1336-444-00-220-014-0-452	CO,2006-MANSION-BLDG ADD & RENOV	81,703.28	72,672.08	.00	.00	9,031.20	88.95
0-1336-466-00-220-041-0-452	CO,2006-PCT.1 CRC PROGRESO-BLDG ADD&RENO	5,450.00	.00	.00	.00	5,450.00	.00
1336 CERT OF OBLIG,SERIES 2006		**3,217,786.23**	**372,083.35**	**370,126.66**	**370,126.66**	**2,475,576.22**	**23.07**
1342 CERT OF OBLIG,SERIES 2010A&B							
0-1342-412-00-220-010-0-452	CO2010A&B-CRTHSE-BLDG ADD & RENOV	3,615,000.00	.00	.00	.00	3,615,000.00	.00
0-1342-419-40-220-043-0-452	CO2010A&B-ADM BLDG-100 E CANO-BLDG ADD&R	3,481,000.00	.00	.00	.00	3,481,000.00	.00
0-1342-421-00-220-045-0-452	CO2010A&B-MORGUE/OLD JUV DET-BLDG ADD&RE	760,000.00	.00	.00	.00	760,000.00	.00
1342 CERT OF OBLIG,SERIES 2010A&B		**7,856,000.00**	**.00**	**.00**	**.00**	**7,856,000.00**	**.00**
0 YEAR 0		**11,073,786.23**	**372,083.35**	**370,126.66**	**370,126.66**	**10,331,576.22**	**6.70**

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 12:52 PM
To: valde.guerra@co.hidalgo.tx.us
Cc: 'Martha Salazar'; seferino.garza@co.hidalgo.tx.us; 'Nelda Rios'; 'Adrian Guerra'; 'Daniel Flores'; irene.cantu@co.hidalgo.tx.us; roy.cazares@da.co.hidalgo.tx.us; 'Moises Salazar'
Subject: 3rd Flr. Renovation Project Status Report

To all concerned,
Pending on-time style/color/material selection confirmation of floor tile, RR sink countertops, RR partitions, recpt. countertops, RR cabinet sinks by the DAs office facilitated by Fac. Mgt. quote, requisition, PO and procurement, the following is the revised timeline for the 3rd Flr. Renovation Project Completion based upon recent past and current available workforce:

1) Ceiling grid half-way finished by 8 Oct. 2010.
2) When ceiling grid half-way finished, start installing lights, HVAC drops, and sprinkler drops. Ceiling grid and drops finished by 15 Oct. 2010.
3) Second coat of paint goes on before tile floor, before lighting control sensors installed, and before horns/strobes installed, correct? Second coat of paint finished by 1 Nov. 2010.
4) Lighting control sensors need installed/adjusted so lights work correctly before flooring contractor goes to work. That way they can see real well when they're leveling off the floor. Might as well install the horns/strobes at the same time, correct? Lighting control sensors and horns/strobes installed by 1 Nov. 2010
5) Whoever the flooring contractor ends up being, it will take a crew of 16 workers 3 weeks to do the floors since the floor needs so much prep work. Floors finished by 19 Nov. 2010.
6) Install ceiling tile by 1 Nov. 2010.
7) Glass installed in doors and frames, complete by 31 Oct. 2010.
8) One week for punchlist items, complete by 26 Nov. 2010.

With other obligations involving many other projects (always more in quantity than we have workers) and 15-20 new work orders received per day, out of 39 available workers (2 out on FMLA with injuries, 2 avg. out on vacation or sick) we've been able to maintain an avg. of 8-10 tradesmen on the job, or about 25% of our workforce, without sacrificing customer service and quality to the rest of the County. However, as mentioned in the last update, we've been unsuccessful obtaining Restitution and/or Community Service workers to double our workforce as was planned in the early Summer update targeting a mid to late Summer completion. Obviously, that did not come to fruition.

Concurrent with this project, we have also completed significant renovation and electrical work throughout the Old Admin. Bldg. to facilitate the Elevator Modernization Project and the Fire Alarm System Repair Project going on at the same time as this one. Please note the out-sourced 1st and 2nd Flr. Asbestos Abatement Project is scheduled to start in early October after we successfully move the County Judge's Office to the Mediplex.

Barring any Hurricanes or unforeseen delays in confirming the style/color/material of the above mentioned "submittals" typically handled by an architect on such a project but managed by us instead for a cost savings to the County, the 26 Nov. completion date should be accurate. Any questions or concerns, please do not hesitate to call.

Respectfully,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity

in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

Richard Sunday

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]

Sent: Tuesday, October 05, 2010 8:58 AM

To: 'valde.guerra@co.hidalgo.tx.us'

Cc: 'Martha Salazar'; 'seferino.garza@co.hidalgo.tx.us'; 'Nelda Rios'; 'Adrian Guerra'; 'Daniel Flores'; 'irene.cantu@co.hidalgo.tx.us'; 'roy.cazares@da.co.hidalgo.tx.us'; 'Moises Salazar'

Subject: RE: 3rd Flr. Renovation Project Status Report; 5 Oct. 2010

Re: 3rd Flr. Update, 5 Oct. 2010

To all concerned,
At a significant cost savings to the County compared to using an Architect, Facilities Mgt. has successfully completed the submittal process with the DA's office for Floor tile, RR sinks and countertops, RR partitions, Recpt. Countertops, RR Cabinet Sink. Quotes will be received this week and POs cut ASAP. Most of these items will be installed the week of 25 October after the 2nd cost of paint, some will be installed the week of 15 Nov. (after tile finished in RRs).

1) Ceiling grid 90% finished by 8 Oct. 2010.
2) Lighting installation has already started. HVAC drops and sprinkler drops start Wed., 6 Oct.. Ceiling grid and drops will be finished by 15 Oct. 2010.
3) Second coat of paint (wk of 18 Oct.) goes on before tile floor, before thermostats, lighting control sensors and horns/strobes are installed (wk of 25 Oct.)
4) Fac. Mgt. developed specs for floor tile, designed inlay, and calculated quantities needed, then conducted preliminary research on lowest available target costing. Purchasing will finish writing up the RFB today and send to vendors quoting material and installation. Jobsite walk-through with the tile vendors is scheduled for Wed. afternoon 6 Oct. Quotes are expected back by Mon. 11 Oct. latest. Objective is to present to CC for approval on 12 Oct. so PO can be issued the same week. The tile has a 2-4 week lead time and it will take a crew of 16 workers 3 weeks to install it. Floors finished by 19 Nov. 2010. With a 5-7 week window from time of tile order to completion of installation, the earliest the flooring will be finished is 19 Nov., latest 3 Dec. barring any unforeseen difficulties.
5) Install ceiling tile, glass in doors/frames, and complete punchlist by 26 Nov. earliest, 10 Dec. latest.

With other obligations involving many other projects (always more in quantity than we have workers) and 15-20 new work orders received per day, out of 39 available workers (2 out on FMLA with injuries, 2 avg. out on vacation or sick) we've been able to maintain an avg. of 8-10 tradesmen on the job, or about 25% of our workforce, without sacrificing customer service and quality to the rest of the County. However, as mentioned in the last update, we've been unsuccessful obtaining Restitution and/or Community Service workers to double our workforce as was planned in the early Summer update targeting a mid to late Summer completion. Obviously, that did not come to fruition.

Concurrent with this project, we have also completed significant renovation and electrical work throughout the Old Admin. Bldg. to facilitate the Elevator Modernization Project and the Fire Alarm System Repair Project going on at the same time as this one. Please note the out-sourced 1st and 2nd Flr. Asbestos Abatement Project is scheduled to start sometime in October, after we successfully moving the County Judge's Office to the Mediplex this past week.

Barring any Hurricanes or unforeseen delays in confirming the style/color/material of the above mentioned "submittals" typically handled by an architect on such a project but managed by us instead for a cost savings to the County, the 26 Nov. completion date should be accurate. Any questions or concerns, please do not hesitate to call.

Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity

10/5/2010

Richard Sunday

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 5:53 PM
To: 'Martha Salazar'
Cc: 'valde.guerra@co.hidalgo.tx.us'; 'Monica Badillo'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: RE: 3rd Flr. Renovation Project Status Report/Agenda Item #22985

Sure.

RL Abatement Asbestos Project is already included below, see "start early October after Count Judge move." It has a maximum 45 duration per the contract, so it would then be done around mid-Nov.

Regarding the Fire Alarm System Repair project, I haven't heard back from you yet about my 9 Sept. request for "temporary monitoring" set up for Firetrol. Legal is reviewing the Monitoring contract for changes and Firetrol needs to have a "temporary monitoring" set up so they can get feedback on all the devices to verify they're working, even though the Control Panel is used for such as well. That way, they can eliminate any false alarm conditions. I'm estimating that project is about half way finished. Once the monitoring is set up, the rest of the project could be completed in October.

Per TK Elevators, now that Elevator #1 and the new control room for Elevator #4 is done, it will take about a month each for Elevators #2, 3, and 4 to be finished. At that rate, Elevator #2 should be done in October, Elevator #3 in November, and Elevator #4 in December, barring any unforeseen difficulties.

Given those time frames, it would appear that January 2011 would be a good target start date for the 1st and 2nd floor renovation construction projects.

Any questions please call.

Thanks,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 4:59 PM
To: 'Richard Sunday'
Cc: valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #22985
Importance: High

Mr. Sunday:
Can you please review this report you submitted on 9-20-10? We need more detail on the next to the last paragraph in which you detail three concurrent projects: Elevator Modernization, Fire Alarm System and Asbestos Abatement (thru selected vendor RL Abatement, Inc.). Please include the timeline for these projects to be completed so to inform the architect for the bidding, contracting and renovation construction of the 1st. & 2nd. Floors.
Thanks,
Marty
PS I would like to attach any changes to this report for next week's agenda!

AI-23353 **25.B.1.**

Appraisal Services for Hidalgo County Precinct # 3

CC REGULAR

Date:	10/12/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service-Appraisal Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of appraisal services in connection with professional Appraisal Services required for project in Precinct #3;

	Appraisal Firm	Score	Rank
1.	Professional Appraisals	96	
2.	Southmost Appraisals	75	
3.	Leonel Garza Jr., & Asso.	98	

c. Authority for the Purchasing Department to negotiate a professional Appraisal Services Contract with the No.1 ranked firm of _____ for the provision of Appraisal Services for project in Precinct #3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-004-0-339

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

BUDGETARY IMPACT:

Available funds as of 10/08/10 is $1,000.00. Additional funding will be determined once contract is awarded and executed.

Attachments

Link: Email

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/07/2010 03:00 PM	APRV
2	Budget & Management		10/08/2010 09:07 AM	PEND
3	Perla Lopez	Perla Lopez	10/08/2010 08:28 AM	APRV

4	Auditor's Office	Linda Fong	10/08/2010 09:07 AM	APRV

Form Started By: Nielda Cavazos

Started On: 10/06/2010 10:48 AM

Final Approval Date: 10/08/2010

Nielda Cavazos

From: Norma Ceballos [norma.ceballos@co.hidalgo.tx.us]
Sent: Wednesday, October 06, 2010 10:36 AM
To: 'Nielda Cavazos'
Subject: RE: Appraisal Services for Hidalgo County Precinct #3

Real Estate Appraisal Services -Pct #3 various projects as needed.
Account No. 0-1200-431-00-123-004-0-339 and/or other funds.

From: Nielda Cavazos [mailto:nielda.cavazos@co.hidalgo.tx.us]
Sent: Thursday, September 30, 2010 4:31 PM
To: 'Norma Ceballos'
Subject: RE: Appraisal Services for Hidalgo County Precinct #3

The packet is ready for pick up. I will leave it with Cindy

Thanks,

Nielda Cavazos, Administrative Assistant
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4853
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

From: Norma Ceballos [mailto:norma.ceballos@co.hidalgo.tx.us]
Sent: Thursday, September 30, 2010 3:49 PM
To: 'Nielda Cavazos'
Subject: Appraisal Services for Hidalgo County Precinct #3

Nielda,

Please forward the statement of qualification for the followings firms:

1. Professional Appraisals Services, Inc.
2. Southmost Appraisals
3. Leonel Garza Jr. & Assoc.

Thanks.

Norma G. Ceballos
Hidalgo County Precinct #3
Office of Commissioner Joe M. Flores
724 N. Breyfogle Rd.

HIDALGO COUNTY PRECINCT NO 3

FOR

Real Estate Appraisal Services

(For Precinct # 3 Projects)

Scoring & Evaluation GRID

Surveys Services

Total Scores	Leonel Garza JR., & Associates	Professional Appraisal Services	Southmost Appraisals
Scores	98	96	75
RANKING			

*SCORING & EVALUATION COMPLETED BY Pct # 3

AI-23332 **25.C.1.**

CABLING INSTALLATION - TIME MATERIALS - OTHER SERVICES
CC REGULAR

Date: 10/12/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** IT Department

Information

CAPTION

a. Review and recommendation to accept the sole response received from Starr Telecommunications, ETC., for RFP 2010-328-09-22-YZV "Cabling Installation - Time Materials - Other Services" as qualified to proceed to the next phase of the procurement process for: "Hidalgo County's Information Technology (IT) Department";

b. Recommendation to award the proposal received and approval of negotiated contract with Starr Tele communications, ETC. in connection with Cabling Installation-"Time Materials - Other Services - Hidalgo County - Information Technology (IT) Department"-RFP 10-328-09-22-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-002-0-431/432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Obj. 431 "Bldg & Other Struc R & M Svcs" - Available balance as of 10-7-10 $15,052.55
Obj. 432 "Equip. & Veh. R & M Svcs" - Available balance as of 10-7-10 $16,986.93

Attachments

Link: BAFO-VENDOR
Link: Contract Documentation
Link: Acceptance Sheet-Participation Log-Scoring Grid
Link: Dept. Recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/07/2010 02:50 PM	APRV
2	Budget & Management	Sylvia Solis	10/07/2010 02:51 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/07/2010 03:40 PM	APRV
4	Auditor's Office	Linda Fong	10/08/2010 08:56 AM	APRV

Form Started By: Yolanda Velasquez
Started On: 10/05/2010 10:33 AM
Final Approval Date: 10/08/2010

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

TO: Leonel J. Lopez, President
Starr Telecommunications ETC, LLC

FROM: Yolanda Velasquez, Buyer II for:YV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DATE: October 05, 2010

SUBJECT: Request for Best and Final Offer" for:
RFP № 2010-328-09-22-YZV "CABLING-INSTALLATION-TIME-MATERIALS OTHER SERVICES"

Please be advised that the County of Hidalgo respectfully request a "Best and Final Offer" on your proposed rates/fees.

Once Hidalgo County receives your "Best and Final Offer", we will proceed in placing an item on the next Commissioners' Court Agenda for final approval, acceptance and approval on a Final contract.

We request that you submit your "Best and Final Offer" on rates/fees by no later than **4:00 p.m. on Wednesday, October 06, 2010.**

Signed: Leonel J. Lopez Date: 10-6-2010

Printed Name: Leonel J. Lopez Title: President

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-328-10-12

THIS CONTRACT is made and entered into this 12th day of October, 2010 by and between the County of Hidalgo, Texas ("County"), and Starr Telecommunications Etc, LLC, ("Company").

WHEREAS, Company responded to request for bids for "Cabling-Installation-Time-Materials-Other Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning November 1, 2010and ending October 31, 2011 and may be extended at the sole discretion of County for a one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Starr Telecommunications, Etc.**

304 W. Veterans Blvd
Palmview, Texas 78572

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) this contract may be terminated by County without cause upon thirty (30) days written notice.

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

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

WITNESS our hands in duplicate originals this____ day of_____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

Printed Name:_____

Title:_____

Approved by Commissioners Court on: **October 12, 2010**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 07, 2010

_____

_____

_____

_____

RE: Hidalgo County
Request for Proposals
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"
RFP № 2010-328-09-22-YZV

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

RFP № 2010-328-09-22-YZV

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements/Scope of Services, consisting of 18 pages.
4. Exhibit "B", Evaluation Criteria, consisting of 2 pages.
5. Exhibit "C", Insurance Requirements, consisting of 4 pages.
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit "E", Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Contract Service, consisting of 12 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that nay of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you,

Martha L. Salazar, CPPB, Purchasing Agent

September 07, 2010
Date

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

RFP NO: 2010-328-09-22	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

PROPOSAL ACCEPTANCE DATE

SEPTEMBER 22,2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Proposals** will be received for **"Hidalgo County –CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2010-328-09-22-YZV-Hidalgo County-"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas on **or before 9:30 a.m. Wednesday, September 22, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-328-09-22-YZV-HIDALGO COUNTY "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yolanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN Wednesday, September 22, 2010, at 5:00 p.m. Responses will be sent to all applicants by **Friday, September 22, 2010 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's.

11. Costs are to be net F.O.B. destination County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful submitter
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY-"CABLING-INSTALLATION-TIME-MATERIALS-**

OTHER SERVICES"

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Proposal Acceptance Date:	**September 22, 2010**
Award of Contract	2010
Commence Work or Deliver Products	2010

18. ~~**BID OR PERFORMANCE BOND AND**~~ **DEBARMENT CERTIFICATION**~~**; PAYMENT UNDER CONTRACT:**~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

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

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

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

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

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

19. **ETHICAL STANDARDS**:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department

head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must

affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24 . Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until:
a) the contract expires;
b) delivery and acceptance of products, and/or performance of services ordered, or;
c) terminated by County with thirty (30) day's written notice prior to cancellation.

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

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not

picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal for
HIDALGO COUNTY
"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
REQUEST FOR PROPOSAL
HIDALGO COUNTY- "CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"
RFP NO: 2010-328-09-22-YZV

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals in order to enter with a direct vendor contract from a qualified, licensed "Electrical and Tele-data Communications Contractor" for "Cabling-Installation-Time-Materials-Other Services" on an "As Needed Basis". The initial tem of this contract shall commence upon award for twelve (12) months with Hidalgo County's Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County 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 for "Cabling-Installation-Time-Materials-Other Services". Request For Proposals will be accepted until **9:30 A.M., Wednesday, September 22, 2010. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2010-328-09-22-YZV

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires 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 FACIMILE (956) 318-2629 or emailed: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN** Wednesday, September 15 2010, at 5:00 p.m. Responses will be sent to all applicants via facsimile or emailed by Friday, September 17, 2010 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The

disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the 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.

TERM OF CONTRACT:
The initial term of this contract shall commence upon award for one (1) year with Hidalgo County Commissioner's Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioner's Court under the same firm fixed prices, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.(if applicable)

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

NUMBER OF COPIES TO BE SUBMITTED
A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

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

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with an "Electrical and Tele-data Communications Contractor" that is qualified and licensed. The "Electrical and Tele-data Communications Contractor" who will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Vendor must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed electrical and tele-data communications contractor.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SECTION III – SCOPE OF SERVICES

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract with a qualified license "Electrical and Tele-data Communications Contractor" that is qualified and license to provide the services required and requested in the RFP.

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:

(a) Routine – five (5) working days of notification
(b) Expedite – one (1) working day of notification
(c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page XX of this bid), to the ITTS Department based on the following classifications of notification:

(a) Routine – within forty-eight (48) hours after visiting the site.
(b) Expedite – within twenty-four (24) hours after visiting the site.
(c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects, (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSER.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall

only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County IT'S representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

PLEASE SEE/REVIEW "SPECIFICATIONS" FOR ADDITIONAL SCOPE OF SERVICES AND REQUIREMENTS.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

SECTION IV – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request for Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **ELECTRICAL AND TELE-DATA COMMUNCATIONS CONTRACTOR(S): (20 Points)**
   The "Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Vendor must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
   The **"Electrical and Tele-data Communications Contractor(S)"** must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".

3. **COST FEES AND WARRANTY: (30 Points)**
   Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
   The **"Electrical and Tele-data Communications Contractor(S)"** should provide as much background information as to it's experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

NEGOTIATION PROCESS:

Compliance with all requirements, the most proposed productive, qualified, experience, efficient and effective plan in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, and capability to perform the services as well as the best proposal, and meeting the needs of the "Cabling-Installation-Time-Materials-Other Services". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "A"

HIDALGO COUNTY ADDITIONAL SCOPE OF SERVICES

"CABLING – INSTALLATION - TIME – MATERIALS – OTHER SERVICES"

RFP NO: 2010-328-09-22-YZV

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Proposers shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to propose on and perform work. Proposer(s) shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful proposer will be required to meet Hidalgo County Tele-Data conventions and standards. The successful Proposer will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT Networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

a. Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.

b. A consultant or contractor, by responding to a proposal, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS:

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000 ft Bulk Cable					
RJ45 Connectors					

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					
1000ft Bulk Cable					
Rj45 Connectors					

MISCELLANEOUS

	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable				
5' Patch Cable				
7' Patch Cable				
10' Patch Cable				
Custom (by foot)				
66 Block (Cat 5e)				
66 Block Cat 5e w/Connector				
5' Amphenol Cable (25 Pr)				
10' Amphenol cable (25 Pr)				
20' Amphenol Cable (25 Pr)				
24 Port Patch Panel (Modular)				
24 Port Patch Panel				
48 Port Patch Panel				
110 Wiring Blocks (100 Pr)				
Cross Connect Wire 24 AGW				
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit				

AUDIO, VIDEO & ALARM

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
RG-6 Coaxial Cable							
RG-59 Coaxial Cable							
RG-59/18-2 Combo Cable							
Digital Coaxial Cable							
18/2 Speaker Cable							
18/2 Security Cable							
22/4 Security Cable							
RG59 Connectors							
BNC Connectors							
RG6 Connectors							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand							
12 Strand							
24 Strand							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch					
3m Patch					

FIBER OPTIC MISC

	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST						
SC						
LC						

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

WALL MOUNT RACKS 24" DEEP

Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Alminum		
Installation		
Floor Mount Open Rack 4 –Post Frame (Black)		
Installation		
Open Cabinet with Casters (Black)		
Installation		
Open Cabinet with Side Panels Only (Black)		
Installation		
Cabinet with Side Panels and Front and Back Locking Doors		
Installation		
Ladder Rack Assembly 10' Sections & Hardware		
Installation		
Vertical Cable Management for Open Floor Mount Rack		
Fan/Filter Kit for Wall-Mount Rack with Enclosure		
Fan/Filter Kit for Enclosed Floor Mount Cabinet		

UPS

DESCRIPTION	TOWER	RACK MOUNT	OTHER
500			
750			
1000			
1200			
1500			
1750			
2000			
3000			

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	
Cable Support Saddles	
D-Rings	
Wire Mold Raceway	
Wire Mold Boxes	
Wire Mold Clips	
Low Voltage Single Gang Box	

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	
Fire Wall Penetrations	
Asbestos Penetration	

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASPHALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	AHPHALT REPAIR (PER FOOT)
Regular									
Expedited									
Emergency									
Long Bend Elbows									
Regular Elbows									
LB ACCESS FITTINGS									

Trenching 3' deep by 4" wide Asphalt Repair: Asphalt or Concrete

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUTIO/VIDEO	OTHER
Regular Hours						
After Hours/Holiday						
Expedited						
Emergency						

ETHERNET-ENABLE CONTROLLERS

(Power over Ethernet)

DESCRIPTION	PRICE PER UNIT	INSTALLATION & PROGRAMMING
INTEGRAL Intelli-m 4 Control Module Kit		
INTEGRAL Intelli-m Single Control Module Kit		
INTEGRAL Single Module Add-on Kit		
Proximity Reader		
Electric Door Strike (Wood)		
Electric Door Strike (Metal)		
Electromagnetic Lock		
Request to Exit Buttons		
12/24 Power Supply		
Intelli-m Base Software Kit-32 Doors		
Intelli-m Software 32 door Add-on		
HID ProxKey II (Keyfobs)		
HID-ISO Prox Card		

III.SPECIFICATIONS:

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.

2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
   (a) Routine – five (5) working days of notification
   (b) Expedite – one (1) working day of notification
   (c) Emergency – two (2) hours of notification

3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page of this bid), to the ITTS Department based on the following classifications of notification:
   (a) Routine – within forty-eight (48) hours after visiting the site.
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   (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.

4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.

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weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.

6. Permits, Fees and Notices:

   a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.

   b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

   c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.

7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.

9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents

10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.

14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.

15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.

16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.

17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.

18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.

19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

IV. Terms & Conditions:

1. **SCOPE of CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the Proposer. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by Proposers on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statues. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.

2. **TERM CONTRACT:** The initial term of this contract shall commence upon award for one (1) year with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.

3. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.

    1. **METHOD OF AWARD:** Award, if any, will be made to
        a. **Primary Vendor** the responsible Proposer(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Proposal.
        b. **Secondary Vendor** the responsible Proposer(s) submitting the second lowest proposal(s) and meeting all requirements of this Request for Proposal.

    Hidalgo County reserves the right to award on an "all or none" or "by line item" basis. Proposer may propose on any or all items in order to be considered responsive to this Request for Proposal.

4. **PURCHASE ORDER: Contractor will not supply and/or deliver any items until a purchase order number is**

assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.

5. **MATERIAL COST:** Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Proposer must include all costs in the delivered unit price.

6. **REQUIRED DELIVERY:** Verbal Purchase Order's placed by 3:00 p.m. shall be delivered to the department that same business day. Order's after 3:00 p.m. shall be next business day deliver.

7. **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

V. ADDITIONAL INFORMATION:

1. All costs and expenses associated with 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.

2. 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, Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday, September 15, 2010 by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, September 17, 2010 by 5:00 p.m.

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

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EXHIBIT "B"
RFP EVALUATION FORM
HIDALGO COUNTY-"CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES"

Selection Criteria	Points	Score
1. ELECTRICAL AND TELE-DATA COMMUNICATIONS CONTRACTOR(S) **(20)**		
➢ The Electrical and Tele-Data Communications Contractor(s) should provide information related to its Qualifications.	10	
➢ Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required.	5	
➢ A list of, and scope of, similar projects for comparative purposes shall be included in response	5	
Comments/Rationale for points:	**TOTAL:**	_____
2. UNDERSTANDING THE SERVICES/METHODOLOGY **(20)**		
➢ The "Electrical and Tele-Data Communications Contractor(s) must state the approach and/or methodology used in achieving and rendering all services detailed and required.	20	
Comments/Rationale for points:	**TOTAL:**	_____
4. COST FEES AND WARRANTY: **(30)**		
➢ Provide fees for services and warranty as detailed on requirement.	15	
➢ Cost fee proposal should include any/all cost of permits, fees, warranty, etc.	15	
Comments/Rationale for points:	**TOTAL:**	_____
5. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" **(30)**		
➢ The "Electrical and Tele-Data Communications Contractor(s)" should provide as much background information as to it's experiences in providing similar projects.	15	
➢ Shall secure and pay for the building permit and for all required permits, government fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.	15	
Comments/Rationale for points:	**TOTAL:**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements

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

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

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

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

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

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

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

ACORD — **CERTIFICATE OF INSURANCE** — DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

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

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

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

SAMPLE

Insurance Requirement Acknowledgment

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

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

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

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

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Proposer:

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

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

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

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

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION and INELIGIBILITY

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

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

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

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

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

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

THIS PAGE MUST BE SUBMITTED WITH BID)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00

THIS CONTRACT is made and entered into this ____ day of _____,**2010**by and between the County of Hidalgo, Texas ("County"), and _____, ("Company").

WHEREAS, Company responded to request for bids for "Cabling-Installation-Time-Materials-Other Services" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the

DRAFT

Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____and ending _____and may be extended at the sole discretion of County for an _____terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional

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insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

DRAFT

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

14. 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.

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

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

WITNESS our hands in duplicate originals this____ day of_____, 2010.

DRAFT

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

Printed Name:_____

Title:_____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "B" VENDOR'S PROPOSAL

PROPOSAL PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2010-328-09-22-YZV

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	$50.00	$75.00	$105.00	$1.50	2.50%
Regular (Post-Punch)	$56.00	$80.00	$118.00	$1.80	2.50%
Expedited	$75.00	$98.00	$146.00	$1.90	2.50%
Emergency	$98.00	$152.00	$200.00	$1.95	----------
1000 ft Bulk Cable	$128.00	$89.00	$158.00	$720.00	----------
RJ45 Connectors	(RJ-11) $10.50 (50PK)	$11.50 (50PK)	$13.50 (50PK)	-------	----------

PLENUM	CAT 3 (4PAIR)	CAT 5e	CAT 6	KEY CALBE (25 PAIR)	%Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)	$74.00	$92.00	$130.00	$3.02	2.50%
Regular (Post-Punch)	$81.00	$97.00	$137.00	$3.12	2.50%
Expedited	$108.00	$132.00	$194.00	$3.30	2.50%
Emergency	$148.00	$184.00	$241.00	$3.55	----------
1000ft Bulk Cable	$140.00	$227.00	$360.00	$900.00	----------
Rj45 Connectors	----------	----------	----------	----------	----------

MISCELLANEOUS

	CAT 3 (4 PAIR)	CAT 5e	CAT 6	KEY CABLE (25 PAIR)
3' Patch Cable		$5.34		
5' Patch Cable		$5.94		
7' Patch Cable		$6.84		
10' Patch Cable		$7.75		
Custom (by foot)	$5.90	$6.45		
66 Block (Cat 5e)		$25.00		
66 Block Cat 5e w/Connector		$45.00		
5' Amphenol Cable (25 Pr)	$22.50			
10' Amphenol cable (25 Pr)	$26.50			
20' Amphenol Cable (25 Pr)	$35.00			
24 Port Patch Panel (Modular)		$165.00	$265.00	
24 Port Patch Panel		$175.00	$265.00	
48 Port Patch Panel		$325.00	$450.00	
110 Wiring Blocks (100 Pr)	$65.00			
Cross Connect Wire 24 AGW	$80.00			
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit			$215.00	

OPENED
9:30 am
9-22-2010
Witnessed

PROPOSAL PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2010-328-09-22-YZV

AUDIO, VIDEO & ALARM

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
RG-6 Coaxial Cable	$123.00	$58.00	$591.00	$123.00	$142.00	$73.00	
RG-59 Coaxial Cable	$128.00	$63.00	$291.00	$123.00	$144.00	$74.00	
RG-59/18-2 Combo Cable	$163.00	$78.00	$670.00	$250.00	$172.00	$88.00	
Digital Coaxial Cable	$173.00	$94.00	$742.00	$274.00	$193.00	$104.00	
18/2 Speaker Cable	$109.00	$40.00	$140.00	$95.00	$119.00	$50.00	
18/2 Security Cable	$70.00	$45.00	$190.00	$125.00	-------	----------	
22/4 Security Cable	$75.00	$50.00	$195.00	$135.00	-------	----------	
RG59 Connectors	$3.15	$3.15	----------	----------	----------	----------	
BNC Connectors	$3.15	$3.15	----------	----------	----------	----------	
RG6 Connectors	$0.90	$0.90	----------	----------	----------	----------	

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

OPENED
9:38am
9-22-22
Witnessed

FIBER OPTIC CABLE (Multi-Mode)
REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

CABLE TYPE	INSTALLED (P)	INSTALLED (NP)	CABLE ONLY (P)	CABLE ONLY (NP)	WITH CONNECTOR (P)	WITH CONNECTOR (NP)	OTHER
6 Strand	$1.92	$1.77					
12 Strand	$2.75	$2.65					
24 Strand	$4.87	$4.30					

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINIATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.15	$ 2.30	$2.35	$2.55	$3.25	$30.00	$3.58	$1.90
12 Strand	$3.25	$3.40	$3.08	$3.25	$4.29	$30.00	$3.58	$1.90
24 Strand	$4.35	$4.95	$4.40	$4.70	$6.55	$30.00	$3.58	$1.90

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.20	$2.40	$2.40	$2.65	$3.25	$30.00	$3.75	$2.00
12 Strand	$3.30	$3.75	$3.15	$3.35	$4.45	$30.00	$3.75	$2.00
24 Strand	$4.40	$5.05	$4.45	$4.95	$6.70	$30.00	$3.75	$2.00

PROPOSAL PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2010-328-09-22-YZV

OPENED 9:38am 9-22-2010 Witnessed

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.50	$2.60	$2.70	$2.75	$3.35	$35.00	$3.80	$2.10
12 Strand	$3.60	$3.85	$3.25	$3.45	$4.55	$35.00	$3.80	$2.10
24 Strand	$4.70	$5.15	$4.55	$5.05	$6.80	$35.00	$3.80	$2.10

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch	$21.50	$29.50	$29.50	$35.50	$42.50
3m Patch	$25.00	$31.45	$31.45	$51.83	$47.50

FIBER OPTIC CABLE (Single-Mode)
REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$1.77	$1.92	$2.35	$2.55	$3.25	$30.00	$3.58	$1.90
12 Strand	$2.65	$2.75	$2.99	$3.25	$4.29	$30.00	$3.58	$1.90
24 Strand	$4.30	$4.87	$4.35	$4.70	$6.55	$30.00	$3.58	$1.90

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.15	$2.30	$2.35	$2.55	$3.25	$30.00	$3.68	$1.95
12 Strand	$3.25	$2.65	$3.08	$3.35	$4.39	$30.00	$3.68	$1.95
24 Strand	$4.35	$4.95	$4.40	$4.70	$6.55	$30.00	$3.68	$1.95

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.20	$2.40	$2.40	$2.65	$3.25	$30.00	$3.75	$2.00
12 Strand	$3.30	$3.75	$3.15	$3.35	$4.45	$30.00	$3.75	$2.00
24 Strand	$4. 40	$5.05	$4.45	$4.95	$6.70	$30.00	$3.75	$2.00

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORDED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand	$2.50	$2.60	$2.50	$2.75	$3.35	$30.00	$3.80	$2.10
12 Strand	$3.50	$3.85	$3.25	$3.45	$4.55	$30.00	$3.80	$2.10
24 Strand	$4.70	$5.15	$4.55	$5.05	$6.80	$30.00	$3.80	$2.10

PROPOSAL PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2010-328-09-22-YZV

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mmPatch					
1m Patch	$25.00	$32.00	$32.00	$38.50	$46.10
3m Patch	$29.00	$34.50	$34.50	$56.00	$49.50

FIBER OPTIC MISC

	6-PACK (SM)	6 PAK (MM)	12 PAK (MM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST	$39.75	$39.75	$51.20	$51.20	$97.60	$230.00
SC	$42.10	$42.10	$98.60	$98.60		
LC	$78.50	$78.50	$109.10	$109.10		

WALL MOUNT RACKS 18" DEEP

	24"	36"	48"
Open Wall Mount Rack	$315.00	$345.00	$420.00
Enclosed/Locking Wall Mount Rack	$680.00	$760.00	$935.00
Labor to Install	$100.00	$125.00	$140.00

WALL MOUNT RACKS 24" DEEP

Open Wall Mount Rack	$375.00	$445.00	$420.00
Enclosed/Locking Wall Mount Rack	$695.00	$795.00	$935.00
Labor to Install	$100.00	$125.00	$180.00

FLOOR MOUNT RACKS

DESCRIPTION	7"	OTHER
Floor Mount Open Rack Aluminum	$195.00	
Installation	$125.00	
Floor Mount Open Rack 4 –Post Frame (Black)	$785.00	
Installation	$125.00	
Open Cabinet with Casters (Black)	$990.00	
Installation	$125.00	
Open Cabinet with Side Panels Only (Black)	$1,410.00	
Installation	$125.00	
Cabinet with Side Panels and Front and Back Locking Doors	$1,670.00	
Installation	$125.00	
Ladder Rack Assembly 10' Sections & Hardware	$210.00	
Installation	$100.00	
Vertical Cable Management for Open Floor Mount Rack	$245.00	
Fan/Filter Kit for Wall-Mount Rack with Enclosure	$130.0	

OPENED
9:38am
9-22-2010
Witnessed

PROPOSAL PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2010-328-09-22-YZV

OPENED
9:38am
9-22-10
Witnessed

Fan/Filter Kit for Enclosed Floor Mount Cabinet	$615.00	

UPS

DESCRIPTION	TOWER	RACK MOUNT	OTHER
500	$168.00		
750	$266.00	$530.00	
1000	$300.00	$690.00	
1200	$305.00	$710.00	
1500	$398.00	$797.00	
1750	$415.00	$825.00	
2000	$1,410.00	$1,210.00	
3000	$1,916.00	$1,485.00	

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	$3.75
Cable Support Saddles	$22.50
D-Rings	$7.50
Wire Mold Raceway	$4.00 per foot
Wire Mold Boxes	$7.98
Wire Mold Clips	$1.30
Low Voltage Single Gang Box	$5.00

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	$65.00
Fire Wall Penetrations	$45.00
Asbestos Penetration	$125.00

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

	2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASPHALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3	AHPHALT REPAIR (PER FOOT)
Regular	$2.50	$4.56	$1.80	$3.60	$20.00	$25.00	$810.00	$1,200.00	$23.00
Expedited	$3.33	$5.30	$2.75	$4.30	$35.00	$42.00	$970.00	$1,400.00	$28.00
Emergency	$4.00	$6.10	$3.65	$3.65	$45.00	$56.00	$1,310.00	$1,750.00	$35.00
Long Bend Elbows	$55.00	$72.00							
Regular Elbows	$28.00	$38.00							
LB ACCESS FITTINGS	$19.50	$26.00							

Trenching 3' deep by 4" wide Asphalt Repair: Asphalt or Concrete

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

	FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUTIO/VIDEO	OTHER
Regular Hours	$65.00	$65.00	$65.00	$75.00	$75.00	
After Hours/Holiday	$97.50	$97.50	$97.50	$112.50	$112.50	
Expedited	$97.50	$97.50	$97.50	$112.50	$112.50	
Emergency	$97.50	$97.50	$97.50	$112.50	$112.50	

PROPOSAL PAGE FOR
CABLING INSTALLATION SERVICES, TIME & MATERIALS
RFP № 2010-328-09-22-YZV

ETHERNET-ENABLE CONTROLLERS
(Power over Ethernet)

DESCRIPTION	PRICE PER UNIT	INSTALLATION & PROGRAMMING
INTEGRAL Intelli-m 4 Control Module Kit	$2,500.00	$400.00
INTEGRAL Intelli-m Single Control Module Kit	$780.00	$150.00
INTEGRAL Single Module Add-on Kit	$589.00	$100.00
Proximity Reader	$125.00	$50.00
Electric Door Strike (Wood)	$125.00	$100.00
Electric Door Strike (Metal)	$280.00	$125.00
Electromagnetic Lock	$175.00	$125.00
Request to Exit Buttons	$55.00	$125.00
12/24 Power Supply	$195.00	$100.00
Intelli-m Base Software Kit-32 Doors	$350.00	$150.00
Intelli-m Software 32 door Add-on	$200.00	----------
HID ProxKey II (Keyfobs)	$6.00	----------
HID-ISO Prox Card	$6.15	----------

OPENED
9:38 am
9-22-2010
Witnessed

WARRANY PROVIDED BY CONTRACTOR (1 YEAR MINIMUM) ONE YEAR

Describe the process to be used to electronically accept, process and report job requested and progress to Hidalgo County JOB REQUEST CAN BE E-MAILED ELECTRONIC OR FAXED

List test equipment to comply with testing requirements

Copper	FLUKE OMNI SCAN	IDEAL SIGNAL TEK	
Fiber	FLUKE OMNI SCAN	IDEAL SIGNAL TEK	

HIDALGO COUNTY RESERVES THE RIGHT TO AWARD ON AN "ALL OR NONE" OR BY "LINE ITEM" BASIS

COMPANY NAME: STARR TELECOMMUNICATIONS, ETC

ADDRESS: 304 W. VETERANS BLVD

CITY: PALMVIEW **STATE:** TEXAS **ZIP CODE:** 78572

PHONE №: 956-580-1333 **FAX №:** 956-519-7859

AUTHORIZED SIGNATURE: Leonel J. Lopez

PRINTED NAME: LEONEL J. LOPEZ

TITLE: PRESIDENT **EMAIL:** ste@starrtelecom.com

EXHIBIT "C" INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 09/22/10

PRODUCER:
ACCESS INSURANCE AGENCY
6116 BUSINESS 281 SUITE B
EDINBURG TX 78539
956-[illegible]2-9002

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:
STARR TELECOMMUNICATIONS ETC
30[illegible] W. VETERANS BLVD
PA[illegible]MVIEW, TX 78572

INSURERS AFFORDING COVERAGE

INSURER A: LLOYDS OF LONDON
INSURER B: PROGRESSIVE
INSURER C: TEXAS MUTUAL
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC	TBT002588	01/19/10	01/19/11	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	05261746-2	01/09/10	01/19/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	000983533	01/24/10	01/24/11	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	OTHER					

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

COUNTY OF HIDALGO SHALLBE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER:

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
28[illegible]2 S HWY BUS 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: September 22, 2010 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "CABLING INSTALLATION TIME MATERIALS AND OTHER SERVICES"

RFP NO: 2010-328-09-22-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	STARR TELECOMMUNICATIONS ETC.	√	√
#2			
#3			
#4			
#5			
#6			
#7			
#8			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY "CABLING INSTALLATION – TIME MATERIALS –OTHER SERVICES" RFP NO.: 2010-328-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.STARR TELECOMMUNICATIONS Cristina Muñoz	Email	cristinamunoz@starrtelecom.com YZV	9/07/10	7130 W. Exp. 83 Mission, TX 78572 Tel: 580-1333
2.Genesis Networks Shon Goodman	Email	Shon.goodman@genesisnet.com YZV	9/07/10	Business Development Edinburg, TX 78541 Tel: (210) 480-6671 Cell(956) 369-1313
3.Mundial Telecom Services Juan Villarreal	Email	mts@mtsstx.com YZV	9/07/10	112 S Retama Lane Weslaco, TX 78596 Tel: (956) 246-0290
4.SKY I.T. Solutions Esteban Mejia Jr.	IP	emejia@skyitsolutions.com MSS	9/07/10	311 S. Missouri Ave Weslaco, TX 78596 Tel: (956) 969-5855
5.VComm Telecom Solutions M. Joel Porras	IP	mjp@vcommv.com YZV	9/07/10	6521 N. 10th St. Ste R McAllen, TX 78504 Tel: (956) 342-0766
6.Graybar Scott Ponton	Email	Scott.ponton@graybar.com YZV	9/07/10	1402 Laredo Street Corpus Christi, TX 78401 Tel:(361) 886-4199
7.PCSS Randy Price	Email	pricecommunications@cablone.net YZV	9/08/10	Tel: (662) 386-8608
8.db Communications, INC Claude Dyson	Email	claude@dbcom.biz YZV	9/08/10	1916 West Ave M Temple, Texas 76504 Tel: (254) 774-9025
9.Stealth network Communications Bradley Berlin	Email	bberlin@stealthnetwork.com YZV	9/08/10	Tel: (925) 846-7018
10.3Sixty Integrated Dora Ndesandjo	Email	dora@3sixtyintegrated.com YZV	9/08/10	11950 Starcrest, Ste 207B San Antonio, TX 78248 Tel: (210) 545-1770 x104
11.Datatel Communications Ana Ostolaza	EM	ana@dtctx.com YZV	9/09/10	Tel: (469) 222-4244
12.Adtell Integration Terry Power	Email	Terry.power@adtell.com YZV	9/09/10	9999Hamilton Blvd Breinigsville, PA 18031 Tel:(484) 866-2532

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY"CABLING INSTALLATION – TIME MATERIALS –OTHER SERVICES"

RFP NO.: 2010-328-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	**RFP** REQUEST ***VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**ADDRESS & PHONE NO**
13. ASD, INC Troy Van Stone, RCDD	Email	tvanstone@asd-usa.com YZV	9/09/	Te:(678)242-2450
14.Maistro Services Francisco Tenorio	IP		9/10/10	P.O. Box 1802 San Juan, TX 78589 Tel: (956) 638-9818
15.Greenmark Solutions Sajjad Syed	Email	ssyed@greenmarksolutions.com YZV	9/10/10	Tel: 800-959-1786
16.EFS Industries Eddie	IP	Eddie4999@yahoo.com YZV	9/13/10	P.O. Box 969 Mission, TX 78573 Tel: (956) 432-9954
17.Level One Technology Chip Thompson	Email	Chip_thompson@levelonetechnology.com YZV	9/13/10	300 South 13th Street Waco, TX 76701 Tel: (254) 224-8012
18.Lantana Communications Naomi Robins Tel:(817)606-3342	Email	nrobing@lantanacom.com YZV		1700 Tech Centre Parkway Suite 100 Arlington, TX 76014
19. Cabling Maintenance Service Richard Walters	Email	cmsmcallen@yahoo.com YZV	9/15/10	P. O. Box 5533 McAllen, TX 78501 Tel: (956) 655-7598
20.Phone Den Oscar Gonzalez	IP		9/21/10	2121 Las Palmas Edinburg, TX 78539

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY

CABLING INSTALLATION – TIME MATERIALS – OTHER SERVICES"

RFP № 2010-328-09-22-YZV

SCORING GRID

EVALUATION CRITERIA	PROPOSERS			
	STARR TELECOMMUNICATIONS ETC., LLC			
	GRADERS			
	1	2	3	4
ELECTRICAL AND TELE-DATA COMMUNICATIONS CONTRACTOR(S)				
• The Electrical and Tele-Data Communications Contractor should provide information related to its qualifications	10	5	10	10
• Must provide copy of Certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required	5	5	5	5
• A list of, and scope of, similar projects for comparative purposes shall be included in response	5	5	5	3
UNDERSTANDING THE SERVICES/METHODOLOGY				
• The "Electrical and Tele-Data Communications Contractor(s) must state the approach and/or methodology used in achieving and rendering all services detailed and required.	20	0	20	10
COST FEES AND WARRANTY				
• Provide fees for services and warranty as detailed on requirement.	15	15	15	15
• Cost fee proposal should include any/all cost of permits, fees, warranty, etc	15	15	15	14
ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"				
• The "Electrical and Tele-Data Communications Contractor(s)" should provide as much background information as to its experiences in providing similar projects	15	5	15	15
• Shall secure and pay for the building permit and for all required permits, government fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements	15	5	15	5
Total	100	55	100	77
TOTAL SCORES	332.00			
TOTAL AVERAGES	83			
RANKING (Upon review and approval by Hidalgo County CC)				

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Renan Ramirez, Chief Information Officer
Hidalgo County Information Technology (IT) Department

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: October 6, 2010

Re: **REQUEST FOR RECOMMENDATION for: RFP-2010-328-09-22-YZV HIDALGO COUNTY-INFORMATION TECHNOLOGY (IT) DEPARTMENT – "CABLING INSTALLATION SERVICES (TIME & MATERIALS)"**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet along with the copies of bid response for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, October 06, 2010 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us**

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 10-1100-415-00-200-002-0-431/10-1100-415-00-200-002-0-432

Recommendations/Concerns: Please proceed!

If you should have any questions or need additional information please let me know.

AUTHORIZED SIGNATURE	Renan Ramirez PRINTED NAME	10/06/10 DATE

AI-23080 **25.D.1.**

Award of Bid - "Contraceptives-Patch"

CC REGULAR

Date:	10/12/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Recommending award of bid and approval of contract to the sole bidder, Prescription Supply Inc., meeting all specifications/requirements, terms and conditions as attached hereto for: Hidalgo County - Health Departments - "Contraceptives-Patch" RFB No. 2010-304-09-08-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-005-0-604

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

BUDGETARY IMPACT:

Available balance as of 10-8-10 $54,327.92

Attachments

Link: Dept. Recommendation-BID TAB-Participation

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/07/2010 02:05 PM	APRV
2	Budget & Management	Sylvia Solis	10/07/2010 02:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/08/2010 09:10 AM	APRV
4	Auditor's Office	Linda Fong	10/08/2010 09:22 AM	APRV
5	Dina Trevino	Sylvia Solis	10/08/2010 09:38 AM	APRV
6	Manuel Chapa	Manuel Chapa	10/08/2010 10:22 AM	APRV

Form Started By: Yolanda Velasquez Started On: 09/21/2010 11:08 AM

Final Approval Date: 10/08/2010

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Eddie Olivarez, Chief Administrator
H.C. Health & Human Services

Attn: Josie Escalante,
Administrative Asst.

via email: josie.escalante@hchd.org

RECEIVED
SEP 16 2010
By A. 3:31p

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: September 14, 2010

Re: **BID AWARD RECOMMENDATION REQUEST for HIDALGO COUNTY-HEALTH & HUMAN SERVICES – "CONTRACEPTIVES-PATCH" BID Nº 2010-304-09-08-YZV**

We received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet along with the copies of bid response for your review and recommendation/non-recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **Wednesday, Septemer 22, 2010 @ 4:00 p.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **yolanda.velasquez@co.hidalgo.tx.us.**

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT#: 0-1100-441-00-340-001-0-604
0-1293-441-00-340-005-0-604

Award to Vendor(s)	Recommendation (Basis)
1.	Sole Bidder
2.	

If you should have any questions or need additional information please let me know.

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Eduardo Olivarez	9/16/10

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 08, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"CONTRACEPTIVES PATCH Hidalgo County-Health & Human Services"

BID NO.: 2010-304-09-08-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Garcia Quintanilla & Palacios Isaac Tawil	Email	Isaac@gqplaw.com YZV	8/24/10	5526 N. 10th Street McAllen, Texas 78504 Tel: (956) 682-9477
2.Emed Medical company Satonya L. Booker	Email	bids@emedmedical.com	8/24/10	12163 Bridgeton Square Dr I Bridgeton, MO 63044 Tel: (314)-291-3633
3.Smith Medical Partners Dan Kellermeyer	Email	Dan.kellermeyer@smpspecialty.com YZV	8/25/10	Tel:(800) 292-9653 ext.3206
4.Apothecus Pharmaceutical Corp. Sherri Ely	Email	sely@apothecus.com YZV	8/25/10	220 Townsend Square Oyster Bay, NY 11771 Tel: (516) 624-8200 x 114
5.Westwood Pharmacy Susan Reilly	Email	Susan.reilly@westwoodpharmacy.com YZV	8/26/10	5823 Patterson Avenue Richmond, VA 23226 Tel: (804) 288-1933
6. Prescription Supply William VanMetre	Email	wvanmetre@prescriptionsupply.com YZV	8/26/10	11720 Marksberrylane Unit D Cincinnati, Ohio 45249 Tel: (888) 807-2641
7.Ever Ready First Aid & Medical Supplies Miri Weber	Email	mweber@everreadygroup.com YZV	8/26/10	10101 Foster Ave Brooklyn, NY 11236 Tel: (800) 347-3494
8.Big Blue Medical Jorge Tijerina	Email	bigbluemedical@gmail.com YZV	8/30/10	El Paso, TX Tel: (915) 799-9529
9.				
10.				
11.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-304-09-08-YZV

Initial one (1) year term with an **additional** one year term:

Birth Control Pill – PATCH		
	Price	Pack Size
Each	$ 72.19	6x3
Total Per Pack	$ 433.18	
Vendor Notes:		
NDC# 00062-1920-15		

OPENED
9:46 am
9-8-2010
Witnessed

Bidder/Company Name: Prescription Supply Inc.

Address: 2233 Tracy Road

City/State/Zip Code: Northwood Ohio 43619

Phone Nº: ( ) 888-807-2641 Fax Nº: (513) 353-0538

Cell Nº: ( ) N/A email: WVanMetre@PrescriptionSupply.com

Authorized Signature: Will Van Metre

Printed Name: William Van Metre

Title: Director of Bids + Contracts Date: 9-3-2010

Attn:
Prescription Supply Inc.
2233 Tracy Road
Northwood, Ohio 43619-1326

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - HEALTH & HUMAN SERVICES

BID OPENING DATE: SEPTEMBER 08, 2010 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "Contraceptives- PATCH"

BID NO: 2010-304-09-08-YZV | **BUYER:** Yolanda Velasquez

BID #	NAME OF COMPANY	Initial one (1) year term with an **additional** one year term:	Unit Price/pk
#1	Prescription Supply William VanMetre	Item # NOC00062-1920-15	$433.18 size 6x3
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

REQUIREMENTS AGREEMENT
C-10-304-10-12

THIS AGREEMENT (the "Agreement") is entered on October 12, 2010 by and between **Prescription Supply, Inc. a Ohio Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **" Contraceptives-Patch," on an "As Needed Basis Only"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Contraceptives- Patch"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year commencing from October 12, 2010 to October 11, 2011 with the County sole option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during

the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Prescription Supply, Inc.
Attention: William VanMetre, Director Bids and Contracts
2233 Tracy Road
Northwood, OH 43619

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

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, October 12, 2010

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

By:_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

Exhibit "A"
Request for Bid (RFB)
Procurement Packet

Bid No: 2010-304-09-08	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"CONTRACEPTIVES-PATCH"

BID OPENING DATE

SEPTEMBER 08, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Contraceptives- PATCH - Hidalgo County Health Department"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-304-09-08-YZV-Contraceptives-Patch – Hidalgo County-Health Department "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 08, 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-2010-304-09-08-YZV-RFB-CONTRACEPTVIES-PATCH – Hidalgo County-Health Department".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:
- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"Contraceptives – Patch -Hidalgo County Health Department"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**September 08, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY-HEALTH DEPARTMENT
"Contraceptives - Patch"
BID NO.: 2010-304-09-08-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

HIDALGO COUNTY-HEALTH & HUMAN SERVICES

"Contraceptives- Patch"
BID Nº 2010-304-09-08-YZV

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications:

Birth Contraceptive Patch:

Ortho-Evra (Norelgestromin/Ethinyl Estradiol Transdermal system) Ortho Evra is a transdermal Contraceptive Patch.

1. Each Contraceptive Patch has a contact surface area of 20 cm.
2. Each Contraceptive Patch will contain 6.00 mg Norelgestromin and 0.75 mg. Ethinyl Estradiol (EE).
3. It will release 150 micrograms of Norelgestromin and 20 micrograms off Ethinyl Estradiol (EE) to the bloodstream for twenty-four (24) hours.
4. Ortho-Evra should be the first weekly form of birth control. A new patch is used once a week, for three (3) consecutive weeks each month with the forth (4) week being "Patch-Free".
1. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Requirements and/or Terms and Conditions:

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the county Purchasing Agent, the county may review evidence to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the county.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the county allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and are process at time of price change.

2) **Price Reduction:** Vendor shall notify the county at the time when the vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the vendor to notify the county of a decrease in costs for items and/or supplies, for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the county in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that

it desires to have the price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The county too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the county to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the county may at its own discretion, conduct temporary price adjustment reviews at any time. The county Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, September 01, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, September 03, 2010 by 5:00 p.m.**

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-304-09-08-YZV

Initial one (1) year term with an **additional** one year term:

Birth Control Pill – PATCH		
	Price	Pack Size
Each	$	
Total Per Pack	$	
Vendor Notes:		

Bidder/Company Name:_____

Address:_____

City/State/Zip Code:_____

Phone Nº:(___)_____ Fax Nº:(___)_____

Cell Nº: (___)_____email:_____

Authorized Signature:_____

Printed Name:_____

Title: _____Date: _____

EXHIBIT "C"
Insurance Requirements

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

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

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

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

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

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

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

SAMPLE

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

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

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

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

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

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

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The treaty article addressing the income.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

Exhibit "B"
Bid Page

EXHIBIT "B"

BID PAGE

Hidalgo County – Health & Human Service Department
"CONTRACEPTIVES –INJECTION & PILL"
BID Nº 2010-304-09-08-YZV

Initial one (1) year term with an **additional** one year term:

Birth Control Pill – PATCH		
	Price	Pack Size
Each	$ 72.19	6x3
Total Per Pack	$ 433.18	
Vendor Notes:		
NDC# 00062-1920-15		

OPENED
9:46am
9-8-2010
Witnessed

Bidder/Company Name: Prescription Supply Inc.

Address: 2233 Tracy Road

City/State/Zip Code: Northwood Ohio 43619

Phone Nº: (~~800~~) 888-807-2641 Fax Nº: (513) 353-0538

Cell Nº: ( ) N/A email: WVanMetre@prescriptionsupply.com

Authorized Signature: Will Van Metre

Printed Name: William Van Metre

Title: Director of Bids & Contracts Date: 9-3-2010

Attn:
Prescription Supply Inc.
2233 Tracy Road
Northwood, Ohio 43619-1326

Exhibit "C"
Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SW PRESS20 | DATE (MM/DD/YYYY) 09/03/10

PRODUCER
Knight Crockett Miller
Insurance Group
22 North Erie Street
Toledo OH 43604-6943
Phone: 419-241-5133 Fax: 419-321-5280

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

INSURED
Prescription Supply, Inc.
Tom Schoen
2233 Tracy Rd.
Northwood OH 43619

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	TRA1150438	09/01/10	09/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	TRA1150438	09/01/10	09/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 0	TRA1150438	09/01/10	09/01/11	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TRA1150438	09/01/10	09/01/11	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

HILDCO1

Hildalgo County
2812 South Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Kenneth A. Knight

© ACORD CORPORATION 19

AI-23373 **25.E.1.**

"Renovations to Old Administration Bldg-3rd Floor Tile-Materials & Installation"

CC REGULAR

Date:	10/12/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

Presentation of proposal received for the purposes of award to _____ awarded member through _____as the lowest proposal received in the amount of $_____ for "Renovation to Old Administration Bldg- 3rd Floor Tile- Materials & Installation meeting all specifications, as attached hereto, (Project #2010-020C-10-08-OGG)

BACKGROUND

Approval of proposal will allowcompletion of proposed project aka Renovations to Old Administration Bldg for 3rd Tile-Materials & Installation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per Mr. Sergio Cruz funding for proposed project will be appropriated by Buget Office.

Attachments

Link: 10-020C

Form Routing/Status

Form Started By: Oscar Garza Started On: 10/06/2010 03:05 PM

Final Approval Date: 10/08/2010

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY FACILITIES MANAGEMENT

3RD FLOOR RENOVATION TO OLD ADMINISTRATION BLDG.

100 E. CANO ST. EDINBURG, TX 78539

Scope of Materials is based on Home Depot material supply.

Proposal can be from Home Depot or Equivalent too; as long color scheme is same color as requested.

QUANTITY	UNIT	DESCRIPTION	EACH	TOTAL
12,174	Sq. ft.	**Floor Tile:** Travertino Walnut #861-369; 18"x18" Procelain Tile This is the main tile throughout the halls, open areas, offices, foyers, storage area, and janitor's closets. In addition, this same tile will be cut into 6 equal pieces for "diamonds" to comprise the inner area of the inlay. There will be one inlay, 18" wide x 36" long; every four linear tiles, in both the interior hallways and the interior waiting area **ONLY!** ***(The elevator lobby, offices, conf. rms., RRs, closets, or stairway foyers DO NOT REQUIRE INLAYS).***		
146	Sq. ft.	**FLOOR INLAY Border AND NEW RR WALL BORDER:** *HD-Onyx Studio Glass Mosaic #686-181, 12" x 12"* *Each 12" x 12" mesh backed piece is one sq. ft. comprised of 1" x 1" small tiles of three different colors.***(Dark Brown, Light Brown & Beige)** ***Each will be cut into Qty of 4 equal pieces of 3" x 12" strips. The 3" wide border is for the floor tile inlay and the 3" wide border around the perimeter of the new RRs using same type.***		
319	Sq. ft	**New Restroom Flooring:** Tuscany Gold #482-623, 13" x 13"		
715	Sq. ft.	**New Restrooms Wall Tile:** Tuscany Gold #498-371, 6"x6"		

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
3RD FLOOR RENOVATION TO OLD ADMINISTRATION BLDG.
100 E. CANO ST. EDINBURG, TX 78539

		(Diamond set pattern required)		
QUANTITY	**UNIT**	**DESCRIPTION**	**EACH**	**TOTAL**
5.17	Sq. Ft	**Existing Women's Restroom Repair:** Daltile Semi-gloss, **Carnation Pink**, Group #4, (4"x4") The wall needing re-tiled (10.76' x 5.64') has one pink tile every four beige tiles, as well as the top row of tiles being the same pink. ***This is a special order tile for color match to existing tile.*** ***(Will require minimum order of 1 box) Requires Only 47 pieces***		
10	PCS	**Existing Women's Restroom Repair:** Daltile Semi-gloss Floor Tile, Keystone **Almond**, (2" x 2") ***This is not a special order tile. Vendor has option of cutting previous 4"x4" tile to complete This request. WE ONLY NEED 10 PCS.*** ***The minimum order is once case or, 24 sq. ft./cs. At 0.02783 sq. ft. Per piece (0.167' x 0.167'), one case would contain 862 pcs.***		
89.5	Sq. ft	**Existing Men's Restroom Repair,** Daltile Semi-gloss, Waterfall Blue, Group #1, 4"x 4" ***The walls needing re-tiled (17.41 lineal ft. x 5.14' high = 89.5 sq. ft.) have one blue tile every four beige tiles, as well as the top row of tiles being the same blue color.*** **(NOT a special order Item).** ***Although only 58 pcs. Needed, minimum of 1 case applies. At 0.11 sq. ft. per pc. A 12.5 sq. ft. case would contain 114 pcs.***		
166	Sq. Ft.	**Wall Repair to Existing Both Restrooms,**		

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY FACILITIES MANAGEMENT
3RD FLOOR RENOVATION TO OLD ADMINISTRATION BLDG.
100 E. CANO ST. EDINBURG, TX 78539

		Daltile Semi-gloss **Almond**, Group #1, (4"x4"). This is the same beige in both restrooms. ***The combined sq. ft. of walls needing repair is 166 sq. ft.*** ***(Includes 10% safety factor).***		
QUANTITY	**UNIT**	**DESCRIPTION**	**EACH**	**TOTAL**
104	LF	**Bull Nose:** Must be same as existing tile (which is) Daltile Keystone #MB5A, Color **Almond**, 2" x 2" Although only 623 pcs. needed, ***(Minimum order is per case, or 862 pcs.)***		
12,286	Sq.ft.	**Main Floor Installation (*Includes Travertino tile, plus Inlays*)**		
12,605	Sq. ft.	**Floor Prep with Latex & Sealer for prevention of moisture from tile** ***(12,286 + 319 RR's)***		
715	Sq. ft.	**Wall Tile Installation for New Bathrooms**		
260.7	Sq. ft	**Wall Tile Repair for Existing Restrooms** ***(5.17; 89.50+166= 260.7 Combined Total)***		
146	Sq. ft.	**Border Designs throughout where required** ***(Includes New RR's Wall & Floor Inlay Area)***		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING PROPOSERS LOG
SPECIFICATIONS/PROPOSAL PACKETS

RFB-RFP-RFQ

BID OPENING DATE: October08, 2010 BID OPENING TIME: 3:00PM

DEPARTMENT/PROPOSAL DESCRIPTION: HIDALGO COUNTY
"Renovations to Old Administration Bldg-3rd Floor Tile-Materials & Installation"

BID NO.: 2010-020C-10-08-OGG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
Herrera & Hunt , Inc.	EM	keithf54@aol.com cacereseric@yahoo.com ssaldivar29@yahoo.com	10/06/10	Sergio Saldivar 207-1057
CAS Companies	EM	rmoses@caslp.com	10/06/10	Raymond Moses 346-9600
4.Diaz Flooring	EM	diazfloor8586@sbcglobal.net	10/06/10	Andy Diaz (Rosie) 787-0066
5.Azteca Design	EM	adelgado@aztecadesign.com		Amy Delgado 210-375-1900
6.				
7.				
8.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-23275 **25.F.1.**

BCAP- Millennium Engineers Group, Inc. Las Haciendas Subdivision Precinct No.2

CC REGULAR

Date:	10/12/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Acceptance and approval of claims/invoices from Millennium Engineers Group, Inc. totaling $306.00 for material testing on Las Haciendas Subdivision through contract# C-CAP-07-006-02-13 which required work authorization(s) and erroneously not requested.

BACKGROUND

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization) no work authorization was completed.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1311-431-00-122-412-0-339

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

BUDGETARY IMPACT:

available balance of $306.00 as of 10/08/10.

Attachments

Link: Invoice# 07M230-51 Las Haciendas Subdivison

Link: Invoice# 07M230-57 Las Haciendas Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	10/06/2010 03:19 PM	APRV
2	Purchasing Department	Marty Salazar	10/07/2010 02:28 PM	APRV
3	Budget & Management	Sylvia Solis	10/07/2010 02:49 PM	APRV
4	Roland Garcia	Rolando Garcia	10/08/2010 01:10 PM	APRV
5	Auditor's Office	Linda Fong	10/08/2010 01:53 PM	APRV

Form Started By: Marcie Jackson Started On: 09/30/2010 09:30 AM

Final Approval Date: 10/08/2010

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
4/23/2008	07M230-51

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

C.CAP.07.006.02.13 2/13/07- 6/31/08
No Work Authorization *Claims*

AI-23275 10/12/10 R

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	MEG Project
	5/23/2008	07M230-Las HaciendasCSJ108041221 PO563494

Description	Qty	Rate	Amount
Concrete Specimen (Compression) Compressive Strength of Cyl. Specimen	3	$ 12.00	$ 36.00
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Concrete)	0.5	$ 40.00	$ 20.00
*See Copy of Original Report attached-Concrete***not Grout**			

DIRECT PAYMENT REF. P.O.# 563494
0-1311-431-00-122-412-0-339→$96.00
LAS HACIENDAS SUBDIVISON

INVOICE RECEIVED BY: Marcie Jackson ON 9/27/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 9/27/10

We thank you for your prompt payment. Please remit to the above address.

Total	$ $96.00
Payments/Credits	$0.00
Balance Due	$ $96.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Project Description: Las Haciendas
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: TRC Utlities

M.E.G. Report Number: 07M230-51-1
Date Cast: 3-13-08
Date Reported: 4-11-08
Structure Tested: Puebla St. curb

Placement Data

Mix I.D.: 3000 PSI Specified Strength: 3000 P.S.I. @ 28 Days
Specified Air Content: N/A % Specified Slump: 2
Weather Condtions: Sunny,windy and warm Air/Ambient Temp.: 76°F
Supplier: South-Tex. Time Batched: 7:54 a.m. Concrete Temp.: 72°F
Truck No.: 163 Time Sampled: 10:20 a.m. Air Content: N/A
Plant Ticket No.: 69574 CY: 10 Slump: 2 1/2"
Placement Location: Pebla St. Station 1+00/South side curb Water Added:(gal.) 0

Compressive Strength Data

Identification	Cross-sectional Area (in^2)	Test Date	Age (days)	Max. Load (pounds)	Comp. Strength (psi)	Type of Fracture (a,b,c,d or e)	% of Design
10A	12.57	3-20-08	7	32,333	2572	A	86%
10B	12.57	4-10-08	28	52,879	4207	D	140%
10C	12.57	4-10-08	28	51,999	4137	D	138%
10D	12.57	4-10-08	28	51,949	4133	D	138%

Field testing of fresh concrete and laboratory testing of hardened concrete specimens performed in accordance with applicable ASTM or TxDOT standards as required by the project requirements.

Notes/Comments:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/23/2008	07M230-51

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP · 07·006·02·13
2·13·07 - 6·31·08

Claim

Terms	Due Date	Project
Net 30	5/23/2008	07M230-Las HaciendasCSJ108041221 PO563494

Description	Qty	Rate	Amount
Grout Prism (Compression) Not IN Contract	3	~~12.00~~	~~36.00~~
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Concrete)	0.5	40.00	20.00

P.O. 563494

9·1311·431·00·122·412·0·339

INVOICE RECEIVED BY:
Millie Jackson ON 11/6/08
GOODS/SERVICES RECEIVED BY:
Millie Jackson ON 11/6/08

We thank you for your prompt payment. Please remit to the above address.

Total	~~$96.00~~ $60.00
Payments/Credits	$0.00
Balance Due	~~$96.00~~ $60.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Invoice

Date	Invoice #
5/6/2008	07M230-57

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Bill To
Hidalgo County Precinct No. 2-BCAP Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C-CAP-07-2006-02-13 2/13/07-6/31/08
No Work Authorization * Claims *

AI-23275 10/12/10 R

Terms	Due Date	MEG Project
	5/6/2008	07M230-Las HaciendasCSJ108041221 PO563494

Description	Qty	Rate	Amount
Maximum Theoretical SPG	3	$ 50.00	$ 150.00
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Asphalt)	0.5	$ 40.00	$ 20.00

DIRECT PAYMENT REF. P.O.# 563494
0-1311-431-00-122-412-0-339→$210.00
LAS HACIENDAS SUBDIVISON

INVOICE RECEIVED BY: Martin Jacks ON 9/27/10
GOODS/SERVICES RECEIVED BY: Martin Jacks ON 9/27/10

We thank you for your prompt payment. Please remit to the above address.

Total	$ $210.00
Payments/Credits	$0.00
Balance Due	$ $210.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Make all checks payable to Millennium Engineers Group, Inc.

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Hot Mix Asphaltic Concrete Pavement Report

Project Description: Las Haciendas
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: TRC Utilities

M.E.G. Report Number: 07M230-57-1
Date Sampled: 03-20-08
Material Type: D
Material Source: Frontera
Progresso Plant

Tex-200-F Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	Results (% Passing)	Ty D / Fine Surface Requirements
1/2	100.0	100
3/8	95.8	85-100
No. 4	63.9	50-70
No. 10	35.8	32-42
No. 40	18.1	11-26
No. 80	8.6	4-14
No. 200	3.0	1-6

Asphalt Content (Vacuum Method) (Tex-210-F)

Asphalt Content 5.0 %

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F)

Gr= 2.476

Bulk Specific Gravity of Compacted Bituminous Mixtures (Tex-207-F)

Ga= 2.435

Density of Compacted Bituminous Mixtures (Tex-207-F)

Density in %= 98.3

Remarks: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/6/2008	07M230-57

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

L-CAP-07-0016-02-13
2/13/07 - 6/31/08

Claim

Terms	Due Date	Project
Net 30	6/5/2008	07M230-Las HaciendasCSJ108041221 PO563494

Description	Qty	Rate	Amount
✓ Extraction, Grad. and % Asphalt Not IN Contract	1	~~160.00~~	~~160.00~~
✓ Bitumounous Compacted Specimen SPG(Always Qty. 3) Not IN Contract	1	~~75.00~~	~~75.00~~
✓ Engr. Technician (Asphalt)	0.5	~~40.00~~	~~20.00~~
✓ Report Preparation & Administration Not IN Contract	1	~~25.50~~	~~25.50~~
Add Clerical + Administrative	1	40	40
			60

We thank you for your prompt payment. Please remit to the above address.

Total	~~$280.50~~ $220.00
Payments/Credits	$0.00
Balance Due	~~$280.50~~ $220.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/6/2008	07M230-57

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

L-CAP-07-0016-02-13
2/13/07 - 6/31/08

Claim

Terms	Due Date	Project
Net 30	6/5/2008	07M230-Las HaciendasCSJ108041221 PO563494

Description	Qty	Rate	Amount
Extraction, Grad. and % Asphalt Not In Contract	1	~~160.00~~	~~160.00~~
Bitumounous Compacted Specimen SPG(Always Qty. 3) Not In Contract	1	~~75.00~~	~~75.00~~
Engr. Technician (Asphalt)	0.5	~~40.00~~	~~20.00~~
Report Preparation & Administration Not In Contract	1	~~25.50~~	~~25.50~~

We thank you for your prompt payment. Please remit to the above address.

Total	~~$280.50~~
Payments/Credits	$0.00
Balance Due	~~$280.50~~

Phone #	Fax #
(956) 383-8522	(956) 383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Hot Mix Asphaltic Concrete Pavement Report

Project Description: Las Haciendas
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: TRC Utilities

M.E.G. Report Number: 07M230-57-1
Date Sampled: 03-20-08
Material Type: D
Material Source: Frontera Progresso Plant

Tex-200-F Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	Results (% Passing)	Ty D / Fine Surface Requirements
1/2	100.0	100
3/8	95.8	85-100
No. 4	63.9	50-70
No. 10	35.8	32-42
No. 40	18.1	11-26
No. 80	8.6	4-14
No. 200	3.0	1-6

Asphalt Content (Vacuum Method) (Tex-210-F)

Asphalt Content 5.0 %

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F)

Gr= 2.476

Bulk Specific Gravity of Compacted Bituminous Mixtures (Tex-207-F)

Ga= 2.435

Density of Compacted Bituminous Mixtures (Tex-207-F)

Density in %= 98.3

Remarks:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

AI-23323 **25.G.2.**

Assignment of Evaluation Committee for Legal Services for Civil Service Commission

CC REGULAR

Date:	10/12/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Co. Wide

Information

CAPTION

Appointment and/or designation by Commissioners' Court to select/assign an evaluation committee to evaluate and score the statements of qualifications received for "Legal Services for Hidalgo County's Civil Service Commission", as referenced in procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-50-190-001-0-333

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

BUDGETARY IMPACT:

No funding required at this time.
Possible funding source CIVIL SERVICE-LEGAL SERVICES

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/07/2010 03:57 PM	APRV
2	Budget & Management	Sylvia Solis	10/07/2010 04:30 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/08/2010 09:13 AM	APRV
4	Auditor's Office	Linda Fong	10/08/2010 09:17 AM	APRV

Form Started By: Gricelda Villarreal Started On: 10/04/2010 04:32 PM

Final Approval Date: 10/08/2010